

ANNE ARUNDEL COUNTY, MARYLAND

UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

E Aubrey Collison
CLERK OF THE CIRCUIT COURT

CAMERA: *shirley stazzel*

LIBER

487

LIBER - 487 PAGE 001

1905 JUL 22 PM 12:33
E. AUBREY COLLISON
CLERK

MP
RECORD FEE 12.00
POSTAGE .50
#00406 C237 R01 T08:58
JUL 22 85



<i>This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.</i>		No. of additional Sheets Presented:	<input type="checkbox"/> The debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es): Hawley Fuel Coal, Inc. Reliance Bldg. P.O. Box 188 Altoona, PA 16603	2. Secured Party(ies) Name(s) and Address(es): CHEMICAL BANK DEPT: Legal Dept. ADDRESS: 380 Madison Ave. (COST CENTER NO. 1133)	4. For Filing Officer: Date, Time, No. Filing Office	

5 This statement refers to original Financing Statement No. 234229 *LIBER 429-19-91* filed (date) 9/8/80 with Anne Arundel Cty, MD

- 6. A. Continuation The original Financing Statement bearing the above file number is still effective.
- B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
- C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
- D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
- E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)

This statement is to be indexed in the Real Estate Records Section _____ Block _____ Lot _____

By Hawley Fuel Coal, Inc. By CHEMICAL BANK
 Signature(s) of Debtor(s) (only on amendment) Signature(s) of Secured Party(ies)

(1) Filing Officer Copy — Numerical
(7-78) STANDARD FORM - FORM UCC-3 — Approved by the Secretary of State of New York, Pennsylvania & Texas

120
-20

LIBER - 487 PAGE 002

1985 JUL 22 PM 12:33
E. AUBREY COLLISON
CLERMONT COUNTY

RECORD FEE 12.00
POSTAGE .50
#00407 C237 R01 T08:58
JUL 22 85

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of additional Sheets Presented:	3. <input type="checkbox"/> The Debtor is a transmitting Utility
1. Debtor(s) (Last Name First) and Address(es): Hawley Fuel Trading, Inc. Empire State Bldg. Suite 8004 New York, NY 10081	2. Secured Party(ies) Name(s) and Address(es): CHEMICAL BANK LEGAL DIVISION ADDRESS: 380 Madison Ave. 1133 COST CTR.: 1133		4. For Filing Officer: Date, Time, No. Filing Office

5. This statement refers to original Financing Statement No. 234228 filed (date) 7-9-80 with Anne Arundel Cty, MD

6. A. Continuation The original Financing Statement bearing the above file number is still effective.
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)

This statement is to be indexed in the Real Estate Records Section Block Lot

Hawley Fuel Trading, Inc. _____
 By _____ Signature(s) of Debtor(s) (only on amendment)

CHEMICAL BANK
 By Charles Kay VP Signature(s) of Secured Party(ies)

(1) Filing Officer Copy — Numerical
5/82 STANDARD FORM - FORM UCC-3 — Approved by the Secretary of State of New York.

12.00
10

LIBER - 487 PAGE 003

1985 JUL 22 PM 12:33
E. AUBREY COLLISON
CLERK

RECORD FEE 12.00
POSTAGE .50
#00403 C237 R01 T08:59
JUL 22 85

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of additional Sheets Presented:

The Debtor is a transmitting Utility

1. Debtor(s) (Last Name First) and Address(es):

2. Secured Party(ies) Name(s) and Address(es):

4. For Filing Officer: Date, Time, No. Filing Office

Hawley Fuel Corporation
Empire State Bldg.
Suite 8004
New York, NY 10018

**CHEMICAL BANK
LEGAL DIVISION**

ADDRESS: 380 Madison Ave.
1133
COST QTR.: LIBER-429

5. This statement refers to original Financing Statement No. 234227

filed (date) 9/8/80 with Anne Arundel Cty., MD

- A. Continuation The original Financing Statement bearing the above file number is still effective.
- B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
- C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
- D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
- E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)

This statement is to be indexed in the Real Estate Records

Section _____ Block _____ Lot _____

Hawley Fuel Corporation

CHEMICAL BANK

By _____
Signature(s) of Debtor(s) (only on amendment)

By Charlene Kay VP
(Signature(s) of Secured Party(ies))

(1) Filing Officer Copy — Numerical

5/82

STANDARD FORM - FORM UCC-3 — Approved by the Secretary of State of New York

12.00
20

LIBER - 487 PAGE 001

257390

RECORD FEE 12.00

POSTAGE .50
#00492 C237 R01 T12:36
JUL 22 85

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Johnson, Lovester, C.Sr. Johnson, Mazie M. 1608 Col-Mar Lane Annapolis, Md. 21401	2. Secured Party(ies) and address(es) Eastern Homes 8315 Washington Blvd . Jessup, Md. 20794	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: 1985 Champion, Titan, 24 x 60, SN.# 49-5-800-9633AB Mobile Home		5. Assignee(s) of Secured Party and Address(es) All Valley Acceptance Co. P.O.Box 668 Uniontown, Pa. 15401

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

By: Mazie M. Johnson Signature(s) of Debtor(s) By: Thomas J. [Signature] Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical **STANDARD FORM - FORM UCC-1.** (For Use ...)

RECEIVED FOR RECORD
CREDIT COURT, A.A. COUNTY
1985 JUL 22 PM 12:37
E. AUBREY COLLISON
CLERK

12.00
50

LIBER - 487 PAGE 005

257391

RECORD FEE 18.00
POSTAGE 50
#00493 0237 R01 TL2 36
JUL 22 85

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) JOHNSON, LOVESTER, C. SR. JOHNSON, MAZIE, M. 1608 COL-MAR LANE ANNAPOLIS, MD. 21401	2. Secured Party(ies) and address(es) EASTERN HOMES 8315 WASHINGTON BLVD. JESSUP, MD. 20794	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
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4. This financing statement covers the following types (or items) of property:

1985 CHAMPION TITAN MOBILE HOME 24x60 SN# 49-5-800-9633AB
LEGAL DESCRIPTION OF PROPERTY: PROPERTY OWNERS, WILLIAM A & SHIRLEY B. JOHNSON-SEE ATTACHED COPY OF DEED....

5. Assignee(s) of Secured Party and Address(es)
ALL VALLEY ACCEPTANCE, CO.
P.O. BOX 668
UNIONTOWN, PA. 15401

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

By: Lovester C. Johnson Sr. all valley - P.O. A.
Signature(s) of Debtor(s) ALL VALLEY ACCEPTANCE, CO.

By: Thomas J. Rupp
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1. (For Use In Most States)

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1985 JUL 22 PM 12:37
E. AUBREY COLLISON
CLERK

18.00
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JUN 360

331

J.H.M. No. 360

a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself, as Vice President.

In witness whereof I hereunto set my hand and official seal.

EDWIN L. LAMBSON
NOTARY PUBLIC

My commission expires May 5, 1947.

(Municipal Seal)

Recorded - 28th May, 1946, at 11 A.M.

IN WITNESS WHEREOF

This deed, made this 20 day of May, 1946, by and between GEORGE MARTIN and MARY A. MARTIN, his wife, of the first part, and WILLIAM A. JUMMON and GRACEY B. JUMMON, his wife, of the second part, all of Anne Arundel County and State of Maryland, with intent

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid by the parties of the second part to the said parties of the first part, the receipt of which is hereby acknowledged, the said parties of the first part have bargained and sold and by these presents do grant and convey unto the said WILLIAM A. JUMMON and GRACEY B. JUMMON, his wife, as tenants by the entirety, the survivor of them, their heirs and assigns, in fee simple, the following-described property situate, lying and being in the third election district of Anne Arundel County, Maryland:

Beginning with an iron pipe set on the southwest side of the whole tract conveyed by Robert Moss, trustee, to George Martin by deed dated August 7, 1913, and recorded among the land records of Anne Arundel County in Liber C.M. No. 101, folio 114, and beginning point being further located north 61 degrees 30 minutes west 244.15 feet from the northwestern corner of the whole first-mentioned tract and also at the northwestern corner of a one-acre tract surveyed by J. H. McCrone, Jr., in February, 1944, thence leaving a 10-foot and running with the west side of said one-acre tract north 47 degrees 14 minutes west 147 feet to an iron pipe set at the southwest outside of the whole tract; thence with a 10-foot outside lane north 61 degrees 30 minutes west 21.55 feet to an iron pipe; thence north 61 degrees 30 minutes west 407 feet to an iron pipe set on the southwest side of the first-mentioned private road; thence with the southwest side of the same south 61 degrees 30 minutes east 11.66 feet to the place of beginning; containing 0.5 acres according to a survey made by J. H. McCrone, Jr., registered professional engineer and land surveyor, in May, 1944.

Said part of the said property which was conveyed to the said GEORGE MARTIN by Robert Moss, trustee, by deed dated August 7, 1913, and recorded among the land records of Anne Arundel County in Liber C.M. No. 101, folio 114.

Witness with the usual and lawful oaths thereupon spoken, both of which are on file in every the books, maps, plans, returns, privileges, and ordinances in force and effect in

JMH 360

332

J. u. n. no. 360

belonging of in anywise appertaining... hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said William A. Johnson and Dorothy B. Johnson, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns, in fee simple.

And the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that they will warrant specially the property granted; and that they will execute such further assurances of the same as may be requisite.

And witness the hands and seals of said grantors.

GEORGE MARTIN (Seal)
MARY A. MARTIN (Seal)

Witness

WALTER A. CLEVELAND

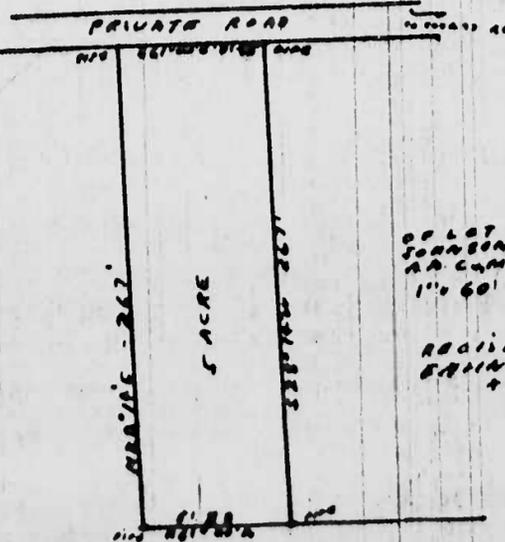
CLERK OF ANNE ARUNDEL COUNTY, TO WIT

A PUBLIC CLERK that on this 20th day of May, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared GEORGE MARTIN and MARY A. MARTIN, his wife, the above named grantors, and acknowledged the foregoing to be their deed and act.

At witness my hand and notarial seal.

WALTER A. CLEVELAND
NOTARY PUBLIC

(Continued - Last)



SURVEY
OF LOT FOR WILLIAM A.
JOHNSON AND DOROTHY B. JOHNSON
AS TENANTS BY THE ENTIRETIES
1" = 60' MAY 1946
J. R. McCRONE, JR.
REGISTERED PROFESSIONAL
SURVEYOR
ANNAPOLIS, MD

LIMITED
Power of Attorney

TRANSFERRING TITLE/CERTIFICATE OF OWNERSHIP

I, (or we) Lovester C. & Mazie M. Johnson, Sr., buyer(s), seller(s) or registered owner(s) of the following described Mobile/Manufactured Home or Recreational Vehicle.

Make: <u>Champion</u>	Model: <u>Titan</u>	Year Built: <u>1985</u>
Serial No. <u>49-5-800-9633AB</u>	Vehicle Ident. No. or HUD Cert. No. _____	
Bedroom(s): <u>3</u>	Floor Size: <u>X</u>	Hitch Size: <u>24 X 60</u>

appoint All Valley Acceptance Co. as my, (or our) Attorney-in-Fact for the purpose of signing any title, or certificate of ownership issued by the Division of Motor Vehicle of the State of Virginia for the transferring the registration covering the Mobile/Manufactured Home or Recreational Vehicle described above.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 15 day of April 19 85.

(SEAL) By [Signature] as buyer, seller or legal owner.

Executed in the presence of [Signature] as buyer/seller or legal owner.

Joyce Mobley
as witness (or) notary public

Power of Attorney

TRANSFERRING TITLE/CERTIFICATE OF OWNERSHIP

I, (or we) Lovester C. & Mazie M. Johnson, Sr., buyer(s), seller(s) or registered owner(s) of the following described Mobile/Manufactured Home or Recreational Vehicle.

Make: <u>Champion</u>	Model: <u>Titan</u>	Year Built: <u>1985</u>
Serial No. <u>49-5-800-9633AB</u>	Vehicle Ident. No. or HUD Cert. No. _____	
Bedroom(s): <u>3</u>	Floor Size: <u>X</u>	Hitch Size: <u>24 X 60</u>

appoint All Valley Acceptance Co. as my, (or our) Attorney-in-Fact for the purpose of signing any title, or certificate of ownership issued by the Division of Motor Vehicle of the State of Virginia for the transferring the registration covering the Mobile/Manufactured Home or Recreational Vehicle described above.

IN WITNESS WHEREOF, the undersigned has executed this instrument this _____ day of _____ 19 _____.

(SEAL) By [Signature] as buyer, seller or legal owner.

Executed in the presence of [Signature] as buyer/seller or legal owner.

as witness (or) notary public

UNIFORM COMMERCIAL CODE
STATEMENT OF TERMINATION OR RELEASE

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Maryland Uniform Commercial Code and does hereby certify:

- 1. This Termination Statement shall apply to the Original Financing Statement:

File No: Liber 450 Dated June 24, 1982

Record Reference: Page 593

Filed With: Circuit Court, Anne Arundel County, Maryland

- 2. DEBTOR:

Name: M & G Auto Supply, Inc.

Address: 89 Jumpers Hole Road
Pasadena, Maryland 21122

- 3. SECURED PARTY:

Name: EQUITABLE BANK, N.A.

Address: 100 South Charles Street
Baltimore Maryland 21201

The Secured Party no longer claims a security interest under the Original Financing Statement shown above.

WHEREFORE; Secured Party requests the filing officer, pursuant to the authority contained the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the designated below;

RETURN TO: M & G Auto Supply, Inc.
89 Jumpers Hole Road
Pasadena, Maryland 21122

RECORD FEE 10.00
POSTAGE .50
496152 1055 402 1151P
JUL 22 85

RECEIVED BY FILING OFFICER
ANNE ARUNDEL COUNTY
1985 JUL 22 PM 2:20
E. AUBREY COLLISON
CLERK
MP

SECURED PARTY:

EQUITABLE BANK, N.A.
BY: *Fay K. Klemper*
TITLES: Lease Processing
DATE: May 13, 1985.

ON JULY 1, 1982, THE EQUITABLE TRUST COMPANY MERGED INTO EQUITABLE BANK, NATIONAL ASSOCIATION. ANY REFERENCE HEREIN TO THE EQUITABLE TRUST COMPANY SHALL MEAN EQUITABLE BANK, NATIONAL ASSOCIATION.

RETURN TO
M & G Auto Supply Inc.
8000 JUMPERS HOLE RD.
PASADENA, Md. 21122

10/2/50

TO BE RECORDED IN THE
FINANCING RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

- | | |
|--|---|
| <p>1. Debtor:
Thomas M. Davis
Jacqueline T. Davis</p> | <p>Address:
1433 Perrell Lane
Bowie, Maryland 20716</p> |
| <p>2. Secured Party:
SECOND NATIONAL BUILDING
& LOAN, INC.</p> | <p>Address:
P. O. Box 2558
Salisbury, MD 21801
ATTN: William F. Brooks, Jr.</p> |
| <p>3. This Financing Statement covers:</p> | |

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in **Exhibit A** or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land;

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all cash on hand, equipment, inventory and accounts receivable from the liquor store-delicatessen and general store business operated on the premises to include the applicable alcoholic beverage license and Maryland State Lottery Game license and permit, and all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law as well as in equity, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right,

RECORDED FEE 14.00

OFFS 802 11443
JUL 22 85

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1985 JUL 22 PM 2:50

E. AUBREY COLLISON
CLERK

Handwritten:
Ava
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LIBER - 487 PAGE 011

title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any preceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

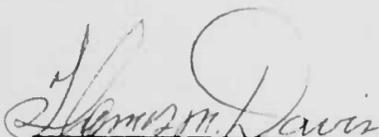
(c) All money on deposit at any time or from time to time in the Thomas M. Davis and Jacqueline T. Davis Project Fund, if any, created by the Loan Agreement executed even date hereto between the Debtor and the Secured Party.

4. The aforesaid items are included as security in a Deed of Trust given by the Debtor to Henry A. Berliner, Jr., and Marion J. Minker, Jr., Trustees for the benefit of the Secured Party whereby the Debtor conveyed its fee simple interest of the Property described in "Exhibit A" attached hereto to the Trustees, in trust, to secure the repayment of a loan in the amount of \$260,000.00. The Deed of Trust and an Additional Security Assignment of Leases have been recorded or will be recorded among the Land Records of Anne Arundel County.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached **Exhibit A**.

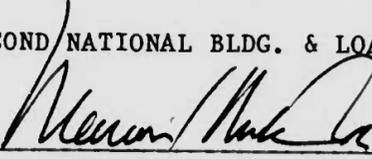
Debtor:


Thomas M. Davis


Jacqueline T. Davis

Secured Party:

SECOND NATIONAL BLDG. & LOAN, INC.

BY: 
MARION J. MINKER, JR.
Executive Vice President

Dated: June 26, 1985

MR. CLERK: Return to:

BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.
80 West Street
P.O. Box 868
Annapolis, Maryland 21404
Attention: Edward O. Wayson, Jr.

SCHEDULE "A"

BEING PART of the land of Emma Frances Hines, Liber 3137, folio 211, 7th Election District, Anne Arundel County, Maryland, and being more particularly described as follows:

Beginning at an iron pipe on the south side of the Deale-Churchton Road, Maryland Route #256, at the northwest corner of the land of Harvey E. Gates, Jr., Norman R. Sawyer and Anchor Properties, Inc., Liber 3237, folio 107 and running on a division line between the herein described land and the land of Harvey E. Gates, et al, S 47 deg. 58 min. 51 sec. E, 210.06 ft. to an iron pipe, thence with the centerline of an old County Road (now abandoned) S 72 deg. 53 min. 09 sec. W, 246.20 ft. to an iron pipe, thence S 62 deg. 57 min. 09 sec. W, 233.84 ft. to an iron pipe, thence with the south side of the Deale-Churchton Road (60 ft. wide) N 41 deg. 59 min. 33 sec. E. 429.73 ft. to the point of beginning, containing 40,168.0 square feet or .9221 acres.

As per survey made by W.L. Meekins, Inc. registered land surveyor, dated December 11, 1980.

Subject to and together with the covenants, easements and restrictions of record.

(Examiners Note: The acreage recited in the Title Deed of the Grantor in Liber 3137 at folio 211, recites 1.27 ± acres and thereby being an area discrepancy of approximately .3479 acres, more or less, with the description as recited above. This is based upon the survey of W.L. Meekins, Inc. starting on the south side of Deale-Churchton Road, Maryland Route #256, whereas the description as recited in the aforesaid Grantor's Title Deed in Liber 3137 at folio 211 describes the aforesaid line as being in the center line of the State Road, Route #256.)

SAVING AND EXCEPTING THE FOLLOWING:

Being part of the land of Caredden, Inc., a Maryland Corporation, as described in a deed dated January 20, 1981, from Emma Frances Hines and recorded among the land records of Anne Arundel County, Maryland (7th District) in Liber 3380 at folio 818; and being more particularly described as follows:

BEGINNING at an iron pipe in the southeasterly line of Deale-Churchton Road, Maryland Route 256, sixty (60) feet wide, said iron pipe lying at a corner common to said land of Caredden, Inc. (Liber 330, folio 818) and the land of William S. Magenau and Mary E. Magenau, his wife (Liber 3415, folio 690); thence running with the line of division between said lands of Caredden, Inc. and Magenau,

1. S 47° 58' 51" E, 210.06 feet to an iron pipe; thence running with the land of Nellie Patten and Doris Mae Gonzales (Liber MSH 2379, folio 245),
2. S 72° 53' 09" W, 17.48 feet; thence running through said land of Caredden, Inc. with a line fifteen (15) feet southwesterly from and parallel to the first line herein,
3. N 47° 58' 51" W, 201.09 feet; thence running with the aforesaid southeasterly line of Deale-Churchton Road,
4. N 41° 59' 33" E, 15.00 feet to the place of beginning,

CONTAINING 3,084 square feet or 0.07079 of an acre of land, more or less, as surveyed by Advanced Surveys, Inc., Registered Professional Land Surveyors, in September, 1984.

SUBJECT to encumbrances, if any, of record.

LIBER - 487 PAGE 013

257301

FINANCING STATEMENT

1. Name and Address of Debtor

Golkin Enterprises, Inc.
36 Shadow Point Court
Edgewater, Maryland 21037

2. Name and Address of Secured Party

Equitable Bank, National Association
100 South Charles Street
Baltimore, Maryland 21201
Attention: James R. Berens,
Vice President

3. This Financing Statement covers all of the following property of the Debtor:

A. All of the Debtor's accounts, accounts receivable, contractual rights and general intangibles, both now owned and hereafter acquired, and due or to become due to the Debtor by Intercontinental Construction Corp., including, without limitation, all management, syndication, organization, loan origination, investor service, acquisition, leasing and consulting fees and commissions due or to become due to the Debtor, together with all monies due or to become due thereunder, all rights incident thereto and all cash and non-cash proceeds thereof;

B. All of the Debtor's instruments, including, without limitation, promissory notes, notes receivable, contracts and similar instruments and agreements, both now owned and hereafter acquired, executed and delivered to the Debtor in connection with, as a result of or to evidence any obligation or indebtedness to the Debtor of Intercontinental Construction Corp., together with all rights incident thereto, all monies due or to become due thereunder and all cash and non-cash proceeds thereof.

C. All of the Debtor's right, title and partnership interest in and to Potomac Ridge Partnership, a Maryland general partnership (the "Partnership"), including, without limiting the generality of the foregoing, all rights of the Debtor to now or hereafter receive from the Partnership (a) any income or profits, (b) any distribution of operating income or partnership property, (c) any income from the Debtor's contributions, (d) any monies or other proceeds of sale or other disposition of all or any of the assets or property of the Partnership, and (f) all other proceeds, monies or property due or to become due to which the Debtor is or may hereafter be entitled on account of its partnership interest in the Partnership.

4. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (i) cash and non-cash proceeds deposited in any deposit accounts, and (ii) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

RECORD FEE 11.00
POSTAGE .50
#00539 0040 R01 T15:21
JUL 22 85

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 JUL 22 PH 3:24

E. AUBREY COLLISON
CLERK

11.00 5

5. The Debtor certifies that the underlying transaction is exempt from Maryland Recordation Tax.

Debtor

Golkin Enterprises, Inc.



[Signature]
BY: Paul R. Golkin,
President (Seal)

Mr. Clerk: Please return to Joseph W. Janssens, Jr., Esquire,
c/o Miles & Stockbridge, 10 Light Street, Baltimore,
Maryland, 21202.

[Handwritten mark]

TO BE RECORDED AMONG THE FINANCING RECORDS
OF ANNE ARUNDEL COUNTY,
MARYLAND

LIBER - 487 PAGE 015

257307

Not to be recorded
in Land Records

Not subject to Recordation Tax
Principal amount of debt secured is:

\$ 528,400.00

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

FINANCING STATEMENT

RECORD FEE 13.00
POSTAGE .50
#00552 C040 R01 T16:04
JUL 22 85

1. Debtor:

Address:

UNITED RENTAL PROPERTIES

6101 Montrose Road
Suite 202
Rockville, Maryland 20852

2. Secured Party:

Address:

SUBURBAN BANK

6610 Rockledge Drive
Bethesda, Maryland 20817

3. Trustee:

Address:

Martha Neumeyer
Donald S. Gardiner

6610 Rockledge Drive
Bethesda, Maryland 20817

4. This Financing Statement covers:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) Any annual crops planted or cultivated by the Debtor or those claiming under the Debtor now or hereafter located upon or about the premises hereinafter described; and

(c) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(d) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(e) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

Bas
SP

1985 JUL 22 PM 4:10
E. J. COLLISON

This Financing Statement does not cover any items of property described above which are owned by *bona fide* tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust hereinabove referenced.

8. Maturity date of the obligation, if any:

Debtor:

~~Secured Party~~

UNITED RENTAL PROPERTIES

By:


Adam Schwartz
General Partner

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

James R. Carlin, Jr.
Assistant Vice President
Suburban Bank
6610 Rockledge Drive
Bethesda, Maryland 20817



VIKA INCORPORATED
4701 SANGAMORE ROAD
BETHESDA, MARYLAND 20816
301 229-4100

ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS • SURVEYORS

SCHEDULE A - LEGAL DESCRIPTION

JULY 16, 1985
DESCRIPTION OF
THE PROPERTY OF
DORSEY L. HILE, et ux.
(LIBER 2623, FOLIO 212)
THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

Being all of the property described in a conveyance from Dorsey L. Hile to Dorsey L. Hile and Janet Lee Hile, his wife, by deed dated August 15, 1973 and recorded in Liber 2623 at Folio 212 among the Land Records of Anne Arundel County, Maryland and being more particularly described as follows:

Beginning for the same at an iron pipe found on the northerly right-of-way line of Revell Highway, Route 50, as shown on Maryland State Highway Administration Plat No. 9898; thence running with said line

- 1.) North 81° 48' 23" West, 60.53 feet to an iron pipe found; thence departing said right-of-way line and running with the easterly and northerly lines of the property of Chris Colie (Liber 2625, Folio 792), the following three (3) courses and distances
- 2.) North 24° 47' 11" West, 37.30 feet to an iron pipe found; thence
- 3.) North 05° 31' 29" East, 78.37 feet to an iron pipe found; thence
- 4.) North 84° 17' 12" West, 99.98 feet to an iron pipe found; thence departing the aforesaid Colie property and running with a portion of the easterly line of the Tenley Enterprises, Inc. property (Liber 3578, Folio 787)
- 5.) North 06° 14' 30" East, 73.37 feet to an iron pipe found; thence departing the aforesaid Tenley Enterprises, Inc. property and running with the southerly line of the M. Dolores Schweltzer property
- 6.) South 83° 33' 13" East, 182.75 feet to an iron pipe set; thence departing said Schweltzer property and running with a portion of the westerly line of the Milton Isen property
- 7.) South 06° 53' 07" West, 184.20 feet to the point of beginning containing 21,858 square feet or 0.50179 of an acre of land as per survey dated 7/17/85 made by VIKA.



MARYLAND NATIONAL BANK
"We want you to grow."
MEMBER FDIC

257393

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) _____ Address(es) _____

Pines, Inc. T/A Adams,
"The Place for Ribs"

169 Mayo Road
Edgewater, Md. 21037

RECORD FEE 12.00
POSTAGE .50
#00579 0040 R01 T09:08
JUL 23 85

6. Secured Party _____ Address _____

Maryland National Bank
Attention: vikki Johnson

1713 West Street
Annapolis, Md. 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Pines, Inc. T/A Adams, "The Place
for Ribs"

(Seal)
Wend Bagdarian, VP
(Seal)

Secured Party
Maryland National Bank

Maureen Konschnik (Seal)

Maureen Konschnik - Commercial Loan
Type name and title Officer

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 7/83

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 JUL 23 AM 9:10

E. AUBREY COLLISON
CLERK

12.00 5

257399

LIDER - 487 PAGE 019

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and address(es) Gould, Inc. Defense Electronics Division 6711 Baymeadow Drive Glen Burnie, MD 21061	2 Secured Party(ies) and address(es) Equitable Life Leasing Corporation 1111 E. Touhy Ave. Suite 340 Des Plaines, IL. 60018	For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:
New: 1 Digital VT102-AA Video Terminal

RECORD FEE 11.00
POSTAGE .50
MAY 20 10:17
JUL 23 85

"This transaction is a lease and is not intended by the parties to be a security transaction; filing is only intended to make the lease a matter of public record.

ASSIGNEE OF SECURED PARTY

Collateral is not subject to Recordation Tax.

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented:

Filed with: County Recorder - Anne Arundel

Gould, Inc. Defense Electronics Division

Equitable Life Leasing Corporation

By: *[Signature]*
Signature(s) of Debtor(s)

By: *[Signature]*
Signature of Secured Party

RECORD COUNTY # 11028
1985 JUL 23 10:17
E. ARUNDEL COUNTY CLERK

(STANDARD)

MODERN LAW FORMS CHICAGO (312) 640-1688

11-50 (1) FILING OFFICER COPY-ALPHABETICAL

Illinois Code Co.
Acct. No 2
PO Box 2969
Springfield, IL
62708

257400

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and address(es) Gould, Inc. Electronic Defense Division 6711 Baymeadow Drive Glen Burnie, MD 21061	2 Secured Party(ies) and address(es) Equitable Life Leasing Corporation 1111 E. Touhy Ave. Suite 340 Des Plaines, IL. 60018	For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:

New: SEE SCHEDULE "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR A COMPLETE EQUIPMENT DESCRIPTION

"This transaction is a lease and is not intended by the parties to be a security transaction; filing is only intended to make the lease a matter of public record.

Collateral is not subject to Recordation Tax.

ASSIGNEE OF SECURED PARTY

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented:

Filed with: County Recorder- Anne Arundel

Gould, Inc. Electronic Defense Division

By: *[Signature]*
Signature(s) of Debtor(s)

Equitable Life Leasing Corporation

By: *[Signature]*
Signature of Secured Party

(STANDARD)

(1) FILING OFFICER COPY ALPHABETICAL

MODERN LAW FORMS CHICAGO (312) 640-1688

RECORD FEE 21.00
POSTAGE .50
844203 0345 002 110:19
JUL 23 85

MP
#2
1985 JUL 3
D. AUGUSTY COLLESON

250

ILLINOIS Code Co.
Act. No 2
PO Box 2969
Springfield, IL
62708

EQUITABLE LIFE LEASING

SCHEDULE "A"

LIBER - 487 PAGE 021

Page 1 of 4

This schedule is to be attached to and becomes part of the Agreement dated May 10, 19 85, between the undersigned and Equitable Life Leasing Corporation or its Assignor.

NEW/USED	QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL NO.
New	1	HP 3000 Series 48 System Processor Unit	32548B	
	1	Substitute MPE-V/E for MPE-V/P	Option 410	
	1	HP3000 48 Media Product for MPE V/E	32548Z	
	1	Designates 1600 BPI Magnetic Tape Media for FOS Software	Option 051	
	1	Designates Version 2412-MPE V/E For FOS Software	Option 100	
	1	1 Megabyte Series 39, 4X Memory Module with fault control 64K RAM Semiconductor memory.	30161A	
	2	Freestanding 132MB Disc Drive with Integral 67MB Cartridge Tape Drive And a 1M HP-IB Cable.	7914P	
	2	Delete cartridge tape device and associated electronics.	Option 140	
	1	High speed streaming magnetic tape Drive with 1600 CPI PE and 6250 CPI GCR Formats, Upright cabinet and HP-IB Interface.	7978A	
	1	900 LPM Line Matrix Printer; 132 COL; ROMAN8 Character Set STD; 10 CPI, 16.67 CPI and Double-High/Double-Wide	2566A	

This schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

Gould, Inc.
 (Name)
 SIGN HERE → *William D. King*
 By: _____
 Its: Director

EQUITABLE LIFE LEASING

SCHEDULE "A"

Page 2 of 4

LIDER - 487 PAGE 022

This schedule is to be attached to and becomes part of the Agreement dated May 10, 1985, between the undersigned and Equitable Life Leasing Corporation or its Assignor.

NEW/USED	QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL NO.
		Print Pitches, Raster Graphics, 120 VAC, 50/60 Hz.		
	1	HP3000 Series 44, 48 Subsystem; Includes HP-1B 1/F, 4 Meter Cable, Documentation and Installation	Option 344	
	1	CRT Display Terminal; Block/Format Mode Up to Four Pages of Display Memory; 8 Labeled soft keys; 5 display enhancements low profile Usascii extended keyboard.	2392A	
	1	Provides A US Modem Cable	Option 301	
	1	Asynchronous Data Communications Controller (ADCC) - Main - 4 Terminal Ports for HP 3000 Series 3X/4X.	30018A	
	1	Specifies Series 44/48 Cable for ADCC-Main.	Option 044	
	1	Asynchronous Data Communications Controller (ADCC) - Extender - 4 Terminal Ports. For HP 3000 Series 3X/4X.	30019A	
	1	Specifies Series 44/48 Cable for ADCC-Extender.	Option 044	
	1	ATP System Interface Board (SIB)	30144A	

This schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

Gould, Inc.
SIGN HERE (Name)
By: William D. P...
Director
Its: _____

EQUITABLE LIFE LEASING

SCHEDULE "A"

LIBER - 487 PAGE 023

Page 3 of 4

This schedule is to be attached to and becomes part of the Agreement dated May 10, 1985, between the undersigned and Equitable Life Leasing Corporation or its Assignor.

NEW/USED	QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL NO.
	6	Supports up to 8 ATP Port Controllers. For use on HP 3000 Series 44, 48, 6X. ATP Direct Connect port controller Provides 12 Direct Connect RS-422 (5-PIN) Workstation Ports. For use on HP 3000 Series 39, 4X, 6X.	30145A	
	18	Replaces Qty 4 Direct Connect RS-422 (5-PIN) Workstation ports with Qty 4 Direct Connect RS-232-C (3-PIN) workstation ports.	Option 002	
	2	Point-To-Point Hardwired Link	30270A	
	2	Series 33,44,48,64,68 Connection to HP3000.	Option 435	
	2	X.25 Network Link for HP 3000.	32187A	
	2	For HP 3000 Series 33,44,48,64, 68	Option 490	
	1	General I/O Channel (GIC)	30079A	
	1	Series 44/48 Internal Cable	Option 044	
	2	Hardwired Interconnect Cable	30224L	
	2	Extend Length to 25M.	Option 001	

This schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

Gould, Inc.

SIGN HERE →

By: *William L. ...*

Its: Director

EQUITABLE LIFE LEASING

SCHEDULE "A"

LIBER - 487 PAGE 024

Page 4 of 4

This schedule is to be attached to and becomes part of the Agreement dated May 10, 1985, between the undersigned and Equitable Life Leasing Corporation or its Assignor.

NEW/USED	QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL NO.
	1	1 Megabyte Series 39, 4 X Memory Module with fault control 64K RAM Semiconductor Memory.	30161A	
	1	Multiple system access selector HP-IB Switchbox	26075A	
	1	Two Meter HP-IB Cable-Shielded	10833B	
	1	Right to copy one on-line performance tool/3000 (OP1/3000)	32238M	
	1	DS Network Services, Right to copy (without sublicense) One 32185A DS Network Services	32185M	
	1	Software for HP3000 Series 111,39, 40,42,44, or 48.	Option 320	
	1	Wordprocessing Terminal	2628A	
	1	Option for line item 01- Amber Screen	Option 062	
	1	Option for Line Item 01 Swival Base	Option 401	
	1	Option for line item-01 Graphics	Option 523	
	1	HPWORD Quick Reference Guide	32120-90002	
	1	Computer Terminal	HP-2392-A	
	1	Ansi Operation	Option 049	
	1	Port Z RS-232 Interface	Option 092	

This schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

Gould, Inc.

SIGN HERE (name)

By: William D. [Signature]

Its: Director

257401

LIBER - 487 PAGE 025

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es) Gould, Inc. Electronic Defense Division 6711 Baymeadow Drive Glen Burnie, MD 21061	2 Secured Party(ies) and address(es) Equitable Life Leasing Corporation 1111 E. Touhy Ave. Suite 340 Des Plaines, IL. 60018	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECEIVED FEE 11.00 POSTAGE .50 JUL 23 1985
--	---	---

4 This financing statement covers the following types (or items) of property:
 New: SEE SCHEDULE "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR A COMPLETE EQUIPMENT DESCRIPTION

"This transaction is a lease and is not intended by the parties to be a security transaction; filing is only intended to make the lease a matter of public record.

ASSIGNEE OF SECURED PARTY Collateral is not subject to recordation tax.

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented:

Filed with: County Recorder - Anne Arundel

Gould, Inc. Electronic Defense Division Equitable Life Leasing Corporation

By: *[Signature]* By: *[Signature]*
 Signature(s) of Debtor(s) Signature of Secured Party

(STANDARD) 11.50 (1) FILING OFFICER COPY-ALPHABETICAL MODERN LAW FORMS CHICAGO (312) 640-1688

RECEIVED
 COUNTY RECORDER
 1985 JUL 23 8:10:23
 E. AUDREY COLLISON
 CLERK

Schedule 23

ILLINOIS Code Co.
 Acct No 2
 PO Box 2969
 SPRINGFIELD, IL
 62708

EQUITABLE LIFE LEASING

SCHEDULE "A"

LIBER - 487 PAGE 026

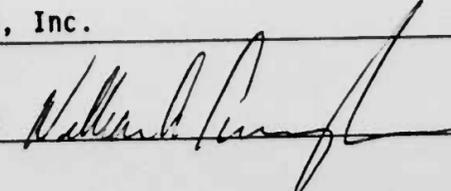
Page 1 of 1

This schedule is to be attached to and becomes part of the Agreement dated May 10, 1985, between the undersigned and Equitable Life Leasing Corporation or its Assignor.

NEW/USED	QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL NO.
New	1	OIS 140 Model 3 Master with 80.4MB Disk & Single Diskette Drive	6540 -3	
	1	Extended Memory Option for OIS 140	EM-OIS	
	1	64K Workstation Includes: CRT, Base, Keyboard	4230-0A	
	1	Optional 275MB Disk Drive for OIS 140-3	6565	
	1	120 CPS Bidirectional Maxtrix Printer	5533-1	
	1	DVX IOMP Cabinet with 8 Ports	DVXC-8	
	1	Voice Messaging Application and Operation System	DVXFP	

This schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

Gould, Inc.

By: 

Its: Director

257402

LINER - 487 PAGE 027

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es)

Edwards John Kip III
Dba Mums/Entree Mgmt. Inc.
136 Dock Street
Annapolis, Maryland 21401

2 Secured Party (ies) and Address(es)

FAWN VENDORS, INC.
11383 Landan Lane
Cincinnati, OH 45246

3 For Filing Officer
(Date, Time, Number, and Filing Office)

9511
Anne Arundel
Liber 435 Pg 293

4 This financing statement covers the following types (or items) of property:

1 Serial # 307221 21 Col Ftw. Cigarette Machine

237066
SEARCH FEE 10.00
POSTAGE 50
APR 27 1345 102 110123
JUL 23 85

Assignee to the Secured Party

INLAND FINANCE COMPANY
P. O. Box 1323
Des Moines, Iowa 50305

Check if covered:

Products of Collateral are also covered

Filed with

No. of additional sheets presented:

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financial statement bearing the file number shown above.

Dated: 10-50 3/28/85, 1985

By: *[Signature]*
(Signature of Secured Party or Assignee of Record - Not Valid until signed)

Filing Officer Copy - Acknowledgement - Filing officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgement.

Revised, Am. S.B. 85, Eff. 1/1/79

Anne Arundel Ref 3602 A

257103

MARYLAND - UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ MA

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis 4-A Rentals
Address 1919 Lincoln Drive, Annapolis, MD 21401

2. SECURED PARTY

Name John Deere Company, Syracuse
Address 4949 Court Street & Deere Road
Syracuse, New York 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

New John Deere 750 Utility Diesel Tractor MFWD
w/rops bar, Bar tires & Hydraulic Pkg. 013323

- #7 JD Backhoe
- #67 JD Loader
- #31 JD Post Hole Digger w/12" augger
- #25 JD Plow

RECORD FEE 11.00
POSTAGE .50
JUL 23 1985 10:47
JUL 23 85

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Annapolis 4A Rentals
(Signature of Debtor)

Annapolis 4-A Rental
Type or Print Above Name on Above Line

Kenneth R. Wagner
(Signature of Debtor)

Kenneth R. Wagner
Type or Print Above Signature on Above Line

Robert P. Murphy
(Signature of Secured Party)

Robert P. Murphy, Superv.
Type or Print Above Signature on Above Line

11.50

RECEIVED FOR RECORD
CIRCUIT COURT, A. A. COUNTY

1985 JUL 23 AM 10:48

E. AUBREY COLLISON
CLERK

257404

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

3. The Debtor is a transmitting utility

1. Debtor(s) (Last Name First) and Address(es)
 SENNEVILLE, ROBERT A. & PEGGY
 Revelle Highway & Whitehall Rd.
 St. Margarets, MD 21401
 (Anne Arundel)

2. Secured Party(ies) Name(s) and Address(es)
 SUN REFINING AND MARKETING CO.
 460 E. Swedesford Road
 Wayne, PA 19087

4. For Filing Officer: Date, Time, No. Filing Office
 FILING FEE 12.00
 POSTAGE 1.00
 7/23/85 11:45 AM 110:48
 JUL 23 85

5. This Financing Statement covers the following types (or items) of property
 All inventories of motor fuels, other inventories and equipment of any kind and nature, purchased from the Secured Party and the proceeds thereof which is used in any way in the conduct of the Debtor's Gasoline S/S business and located on the premises together with inventories and equipment and proceeds thereof and hereafter acquired.
 Proceeds of the Collateral are also covered

6. Assignee(s) of Secured Party and Address(es):

7. The described crops are growing or to be grown on.*
 The described goods are or are to be affixed to.*
 The lumber to be cut or minerals or the like (including oil and gas) is on.*
 *(Describe Real Estate in Item 8.)

8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner

No & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)					
<input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					
11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)					

ROBERT A. & PEGGY SENNEVILLE
 By *Robert A. Senneville* Signature(s) of Debtor(s)

SUN REFINING AND MARKETING CO.
 By *[Signature]* Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked.)

641 3-5204-03 JH CO

12-00 (1) FILING OFFICER COPY - NUMERICAL (3/83)
 STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

MP

RECEIVED FOR RECORD
 CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 JUL 23 AM 10:48

E. AUBREY COLLISON
 CLERK

STATE OF MARYLAND
ANNE ARUNDEL COUNTY

257405

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cunningham Sand and Gravel, Inc.

Address 1073 St. Stephens Church Rd. Crownsville, MD 21032

2. SECURED PARTY

Name Furnival Machinery Company

Address 7135 Standard Drive Hanover, MD 21076

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) Komatsu Model WA450-1 Wheel Loader SN/10285
complete with all present and future attachments, accessories,
repairs, replacement parts and the proceeds thereof.

ASSIGNED TO: Associates Commercial Corporation
P.O. Box K224
Richmond, VA 23288

RECORD FEE 11.00
POSTAGE .50
JUL 23 1985
11:52

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Cunningham Sand and Gravel, Inc.

James Cunningham
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Furnival Machinery Company

J P Wreath SECY TREAS

(Signature of Secured Party)

J P WREATH

Type or Print Above Signature on Above Line

LINDER - 487 PAGE 030

1985 JUL 23 AM 10:53
E. AUBREY COLLISON
CLERK

RECEIVED FOR RECORD
CLERK COURT ANNE ARUNDEL COUNTY

11.00
50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. L. 436 Page No. 231
Identification No. 237400 Dated 4/13/81

1. Debtor(s) { Charles F. Blevins
Name or Names—Print or Type
7991 Nolcrest Rd., Glen Burnie, MD 21061
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 12.00
POSTAGE 50
TOTAL 12.50
JUN 13 1985

Dated: JUN. 06 1985 Sears, Roebuck and Company
Name of Secured Party
[Signature]
Signature of Secured Party
J.D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

BL
CLERK

D. E.
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY

1985 JUL 23 PM 12:30

E. AUBREY COLLISON
CLERK

12.50

000
1250

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. L. 466 Page No. 467
Identification No. 249396 Dated 10/19/83

1. Debtor(s) { Robert W. and Joann V. Cody
Name or Names—Print or Type
8113 Arminger Dr., Pasadena, MD 21122
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>

RECORD FEE 13.00
POSTAGE .50
446270 0345 002 11/21/84
JUL 23 85

Dated: JUN. 06 1985
Sears, Roebuck and Company
Name of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Signature of Secured Party
Type or Print (Include Title if Company)

BL
CLERK

D. E.
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A. A. COUNTY

1985 JUL 23 PM 12:30

E. AUBREY COLLISON
CLERK

13.50

GO
1359

GROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. L. 449 Page No. 301
Identification No. 242427 Dated 5/5/82

1. Debtor(s) { LaWanda and Walter E. Purcell
Name or Names—Print or Type
317 Chalet Dr., Millersville, MD 21108
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 13.00
POSTAGE .50
JUN 23 1985

Dated: JUN. 06 1985
Sears, Roebuck and Company
Name of Secured Party
[Signature]
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)



RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JUL 23 PM 12:30

E. AUBREY COLLISON
CLERK

13-56

A.A. Co
1985

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. L. 434

Page No. 334

Identification No. 236731

Dated 2/20/81

1. Debtor(s) { Robert C. and Carol A. Konkle
 Name or Names—Print or Type
7052 Cresthaven Dr., Glen Burnie, MD 21061
 Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party { Sears, Roebuck and Company
 Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <p style="text-align: center;">Termination</p></p>

RECORD FEE 13.00
 POSTAGE 1.50
 44070 (315) 407 112415
 JUL 23 85

Dated: JUN. 06 1985

Sears, Roebuck and Company
Name of Secured Party

[Signature]
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

BL CLERK

D. E. CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, BAL. COUNTY

1985 JUL 23 PM 12:30

E. AUBREY COLLISON
CLERK

13.50

20.00
13.50

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. L. 428 Page No. 88
Identification No. 233756 Dated 8/11/80

1. Debtor(s) { Maria and Leonard Johnson
Name or Names—Print or Type
1120 Isted Rd., Glen Burnie, MD 21061
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 13.00
POSTAGE .50
#96277 0345 102 112:15
JUL 23 85

Dated: JUN. 06 1985 Sears, Roebuck and Company
Name of Secured Party
[Signature]
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

BL
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1985 JUL 23 PM 12:30
E. AUBREY COLLISON
CLERK

D. E.
CLERK

1350

QA6
1359

~~CROSS~~ INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. L. 425

Page No. 249

Identification No. 232586

Dated 5/14/80

1. Debtor(s) { Calvin L. and Joyce V. Harris
Name or Names—Print or Type
418 Morris Hill Rd., Glen Burnie, MD 21061
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 13.00
POSTAGE .50
\$4076 (395) MD 712-14
JUL 23 85

<p><input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input checked="" type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.) Termination</p>

Dated: JUN. 06 1985

Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.

Type or Print (Include Title if Company)

BL
CLERK

D. E.
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1985 JUL 23 PM 12:30

E. AUBREY COLLISON
CLERK

13:56

aa
1359

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. L. 422 Page No. 46
Identification No. 231048 Dated 2/7/80

1. Debtor(s) { Verlin I. and Sara C. Gallaher
Name or Names—Print or Type
400 4th St. NW Glen Burnie, MD 21061
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

POSTAGE FEE 13.00
POSTAGE .50
896275 0345 102 112114
JUL 23 85

Dated: JUN. 06 1985 Sears, Roebuck and Company
Name of Secured Party
[Signature]
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

BL
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

D. E.
CLERK

1985 JUL 23 PM 12:30

E. AUBREY COLLISON
CLERK

13.50

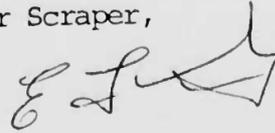
G.A.B.
1359

SCHEDULE "A"

Two (2) 1985 Mack Dump Trucks, Model #RD6858

Four (4) 1985 Mack Mixer Trucks, Model #DM685SX

One (1) Caterpillar Wheel Tractor/Elevator Scraper,
Model 615



This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code: *(County)* 8. Maturity Date (if any):

1. Debtor(s) (Last Name First) and address(es) (Anne Arundel Co.) Building Owners & Managers Institute International, Inc. 1521 Ritchie Highway Arnold, MD 21012	2. Secured Party(ies) and address(es) ConTel Credit Corporation 223 Perimeter Center Parkway Suite 230 Atlanta, GA 30346	For Filing Officer (Date, Time, Number, and Filing Office) RECEIVED FEE 12.00 JUN 23 1985 11:59 JUN 23 85
4. This financing statement covers the following types (or items) of property: <p style="text-align: center;">"Not subject to tax."</p> <p>One Encore 24/64 Key Service Unit with component parts.</p>		5. Assignee(s) of Secured Party and Address(es) 1985 JUN 23 PM 12:59 CLERK
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		
Check <input checked="" type="checkbox"/> if covered: <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
Filed with:		
Building Owners & Managers Institute International, Inc. By: <u>James R. McCue</u> Signature(s) of Debtor(s)	ConTel Credit Corporation By: <u>Laurel Young</u> Signature(s) of Secured Party(ies)	

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

1200

LIBER - 487 PAGE 041

257416

FINANCING STATEMENT FORM UC 31

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. NOT SUBJECT

If this statement is to be recorded in land records check here

This financing statement Dated May 30, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name QUINN, Frank & Marcia

Address 300 Turnersville Road, Pine Hill, NJ 08021

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION

Address 303 Second Street, Annapolis, Md.

Midlantic National Bank, 2 Broad Street, Bloomfield, N.J. 07003

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1969 42' Trojan wood hull #5019001.
1969 Twin 300 HP Chrysler gas engines #P-263121397 & S-263121705

ASSIGNEE:

MIDLANTIC NATIONAL BANK
2 Broad Street
Bloomfield, NJ 07003

Home Anchorage/winter: Annapolis, MD

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Frank Quinn
(Signature of Debtor)

Frank Quinn
Type or Print Above Name on Above Line

Marcia Quinn
(Signature of Debtor)

Marcia Quinn
Type or Print Above Signature on Above Line

Mary Prohaska agent
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1985 JUL 23 PM 1:11
E AUBREY COLLISON
CLERK

12.50

LIDER - 487 PAGE 042

257417

UNIFORM COMMERCIAL CODE

STATE OF INDIANA
FINANCING STATEMENT

FORM UCC-1

INSTRUCTIONS

1. Please type this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other three copies with interleaved carbon paper to the filing officer. Enclose filing fee of \$1.00 (plus \$.50 if collateral is or to become a fixture).
3. When filing is to be with more than one office, Form UCC-2 may be placed over this set to avoid double typing.
4. If the space provided for any item(s) is inadequate, the item(s) may be continued on additional sheets, preferably 5"x8" or sizes convenient to secured party in case of long schedules, indentures, etc. Only one sheet is required. Extra names of debtors may be continued below box "1" in space for description of property.
5. If the collateral is crops or goods which are or are to become fixtures, describe the goods and also the real estate with the name of the record owner if he is other than the debtor.
6. Persons filing a security agreement (as distinguished from a financing statement) are urged to complete this form with or without signature and send with security agreement.
7. If collateral is goods which are or are to become fixtures, use Form UCC-1a over this Form to avoid double typing, and enclose regular fee plus \$.50.
8. The filing officer will return the third page of this Form as an acknowledgment. Secured party at a later time may use third page as a Termination Statement by dating and signing the termination legend on that page.

This Financing Statement is presented to Filing Officer for filing pursuant to the UCC:

3 Maturity Date (if any):

1 Debtor(s) (Last Name First) and Address(es)

Redmond's, Inc.
P.O. Box 153
Pasadena, Maryland 21122

2 Secured Party(ies) and Address(es)

Graves Body Crusher
6864 S. R. #1
Spencerville, In. 46788

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
JUL 23 1985

4 This financing statement covers the following types (or items) of property (also describe realty where collateral is crops or fixtures):

One (1) Graves Body Crusher Serial #78290 and
Two Hundred Junk Cars

Assignee of Secured Party

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so):

- under a security agreement signed by debtor authorizing secured party to file this statement, or
- already subject to a security interest in another jurisdiction when it was brought into this state, or
- which is proceeds of the following described original collateral which was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Secretary of State Recorder of _____ County

Graves Body Crusher
By: Rose Graves
Signature(s) of Debtor(s)

Redmond's Inc.
By: Her W. Cack
Signature(s) of Secured Party(ies)

11.00 (1) Filing Officer Copy—Alphabetical

FORM UCC-1—INDIANA UNIFORM COMMERCIAL CODE

Approved by: Charles O. Hendricks
Secretary of State

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JUL 23 PM 1:14

E. AUBREY COLLISON
CLERK

257413

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
Viking Energy Corp.
205 Najoles Rd. P.O.Box 6
Millersville, MD 21108
(Ann Arundel County)

2. Secured Party(ies) and address(es)
Chemi-Trol Chemical Co.
2776 C.R. 69 Route #1
Gibsonburg, Ohio 43431
(Sandusky County)

3. Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)

RECORDING FEE 11.00
STATE FEE 50
TOTAL 11.50
JUL 23 1985

4. This financing statement covers the following types (or items) of property: LP Storage Tanks:
6-500 Gal.: 327546, 327547, 327548, 327549, 327550, 327551.

10-1000 Gal.: 327659, 327660, 327661, 327665, 327657, 327662, 327667, 327774, 327301, 327302.

5. Assignee(s) of Secured Party and Address(es)

Subject to Reclamation tax
3.30 per 1000.00
512871.80 = 42.24
Paid to State

NOTE NO. 960

E AUBREY COLLISON
1985 JUL 23 PM 1:28

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so) already subject to a security interest in another jurisdiction when it was brought into this state. which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with: County Recorder

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Viking Energy Corp.

Chemi-Trol Chemical Co.

11.850X
Signature(s) of Debtor(s)

By: [Signature] Fin. Div. Mgr.
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

Viking Energy Corp. 205 Najoles Rd. P.O. Box 6 Millersville, MD 21108 Ann Arundel County BORROWER'S NAME AND ADDRESS <small>"I" includes each borrower above, jointly and severally.</small>	THE HOME BANKING COMPANY GIBSONBURG, OHIO 43431 LENDER'S NAME AND ADDRESS <small>"You" means the lender, its successors and assigns.</small>	Loan Number <u>960</u> Date <u>April 19</u> , 19 <u>85</u> Maturity Date <u>April 19</u> , 19 <u>88</u> Loan Amount \$ <u>15,115.68</u> Renewal Of _____
--	---	--

Note: I promise to pay to you, or your order, at your address above, the sum of (which is the same as the Total of Payments):
Fifteen Thousand One Hundred Fifteen-----.68 Dollars \$ 15,115.68

I will pay this amount as follows:
 (a) in 36 installments of \$ 419.88 each, beginning May 19, 1985 and continuing on the same day of each month
 thereafter until paid in full.
 (b) (other) _____

LATE CHARGE: I will pay a late charge of 5% (up to \$3.00) of the amount of any payment which is not paid within 10 days of when it is due.
 POST-MATURITY INTEREST: Interest will accrue at the rate of 19 % per year on the balance of this note not paid at maturity, including maturity by acceleration.

PREPAYMENT: I may prepay this note in whole or in part at any time. However, any partial prepayment will not excuse any later scheduled payments until I pay this note in full. If and when I prepay this note in full, or if you accelerate and demand payment of the unpaid balance of this note, the precomputed interest will be recalculated and refunded or credited based on the rule of 78's.
 DEFAULT: I agree to pay the costs you incur to collect this note upon my default, including your reasonable attorneys' fees (except where prohibited by law).

A loan acquisition fee of \$ _____ will first be deducted from the total finance charge before application of the rule of 78's and will not be refunded.
 THE PURPOSE OF THIS LOAN IS: Purchase of LP Storage Tanks.

You may retain a minimum interest charge of \$ _____ if after the application of the rebate formula, the amount you would retain would be less than that amount.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate <u>10.75 Simple %</u>	FINANCE CHARGE The dollar amount the credit will cost me <u>\$ 2,243.88</u>	AMOUNT FINANCED The amount of credit provided to me or on my behalf <u>\$ 12,871.80</u>	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments <u>\$ 15,115.68</u>	I have the right to receive at this time an itemization of the Amount Financed <input type="checkbox"/> YES - I want an itemization <input type="checkbox"/> NO - I do not want an itemization "e" means an estimate \$ _____ Filing Fees \$ _____ Non-filing Insurance														
My Payment Schedule will be: <table border="1"> <thead> <tr> <th>Number of Payments</th> <th>Amount of Payments</th> <th>When Payments Are Due</th> </tr> </thead> <tbody> <tr> <td><u>36</u></td> <td><u>\$ 419.88</u></td> <td><u>Payments due the 19th. of each month with the first payment due May 19, 1985.</u></td> </tr> <tr> <td> </td> <td>\$</td> <td> </td> </tr> <tr> <td> </td> <td>\$</td> <td> </td> </tr> <tr> <td> </td> <td>\$</td> <td> </td> </tr> </tbody> </table>					Number of Payments	Amount of Payments	When Payments Are Due	<u>36</u>	<u>\$ 419.88</u>	<u>Payments due the 19th. of each month with the first payment due May 19, 1985.</u>		\$			\$			\$
Number of Payments	Amount of Payments	When Payments Are Due																
<u>36</u>	<u>\$ 419.88</u>	<u>Payments due the 19th. of each month with the first payment due May 19, 1985.</u>																
	\$																	
	\$																	
	\$																	

Security: I am giving a security interest in (brief description of other property)
 the goods or property being purchased. 6-500 Gal. and 10-1000 Gal. LP Storage Tanks.
 collateral securing other loans with you may also secure this loan.
 my deposit accounts and other rights to the payment of money from you

Late Charge: If a payment is late (made more than 10 days after due) I will be charged 5% of the amount late, up to \$3.00.
 Prepayment: If I pay off this loan early, I may be entitled to a refund of part of the finance charge.

I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional cost.				Itemization of Amount Financed Amount given to me directly <u>\$ 14,302.00</u> (a) Amount paid on my account <u>\$ 1,430.20</u> (b) Amounts paid to others on my behalf: To Credit Life Insurance Company \$ _____ (c) To Disability Insurance Company \$ _____ (d) To Public Officials \$ _____ (e) _____ \$ _____ (f) _____ \$ _____ (g) _____ \$ _____ (h) Prepaid Finance Charge \$ _____ (i) AMOUNT FINANCED (a through h - i) <u>\$ 12,871.80</u> (j) Finance Charge (include prepaid) <u>\$ 2,243.88</u> (k) Total of Payments (j + k) <u>\$ 15,115.68</u> (l)	
Type	Premium	Term	Signatures (or Initials)		
Credit Life			I want credit life insurance <input checked="" type="checkbox"/> _____ Name of Insured _____		
Credit Disability			I want credit disability insurance <input checked="" type="checkbox"/> _____ Name of Insured _____		
Joint Credit Life			I want joint credit life insurance <input checked="" type="checkbox"/> _____ Name of Insured _____ Name of Insured _____		

I do not want: _____ Credit Life Ins.; _____ Credit Disability Ins.; _____ Joint Credit Life Ins.
 Property Insurance: I may obtain property insurance from anyone I want that is acceptable to you.
 (3) If checked, this note is not further secured
 (4) If checked, this note is secured by a separate Financing Statement dated April 19, 1985.
(This property should be described in the Truth-in-Lending disclosure above.)

(5) Security Agreement - If checked, I give you a security interest in the property described below. The rights I am giving you in this property, and the obligations this agreement secures are defined on the reverse side of this form.

- 6-500 Gal.: 327546, 327547, 327548, 327549, 327550, and 327551.
- 10-1000 Gal.: 327659, 327660, 327661, 327665, 327657, 327662, 327667, 327774, 327301, and 327302.

If checked, this security agreement (if filed) should be filed in the real estate records.
 Legal Description _____
 Record Owner (if not me) _____
 This property will be used for: Personal Business Agricultural
 (other) _____ purposes.
 If checked, this is a purchase money loan. You may include the name of the seller on the check or draft for this loan.

Signatures
 Any person who signs within this enclosure does so to give you a security interest in the property described above, but assumes no personal obligation to pay this note.
 Name _____ Date _____
 Signature for Lender - where necessary for filing this security agreement.
X _____
 I agree to the terms of the note and security agreement above (including those on the other side of this form) and acknowledge receipt of at least one copy on today's date.
 Signature X Viking Energy Corp.
 If checked, the signature below was required as a condition of credit.
 Signature _____
 If checked, the signature below was required as a condition of credit.
 Signature _____

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ _____

LIBER - 487 PAGE 045

FINANCING STATEMENT
Atlantic Van Lines

Debtor(s):

Name or Names--Print or Type
7451 Race Road Hanover, Anne Arundel, MD 21076

Address--Street No. City-County State Zip Code

Name or Names--Print or Type

Address--Street No. City-County State Zip Code

2. Secured Party:

Mercantile-Safe Deposit & Trust Company

Name or Names--Print or Type
2 Hopkins Plaza Baltimore, Maryland 21201

Address--Street No. City-County State Zip Code

3. This Financing Statement covers the following types of property (describe):
(Attach list if necessary.)

- Thermo King LR-30 #0542180438
- Thermo King 1000 #1048306089
- Thermo King LR1-30 #0842180588
- 6 Maxon RC-3 Railifts #0185592, 0185594, 1284017, 018554, 0185593, 0185593

4. If collateral is crops, describe real estate.

RECORDING FEE 11.00
POSTAGE .50
TOTAL 11.50
JUL 23 1985

5. Proceeds of collateral are are not covered.

6. Products of collateral are are not covered.

Debtor(s): Atlantic Van Lines

Secured Party:

John Callison
(Signature of Debtor)

John Callison, President

Type or Print

(Signature of Debtor)

Type or Print

Mercantile-Safe Deposit & Trust Company

(Company, if applicable)

Philip G. Enstice
(Signature of Secured Party)

Philip G. Enstice, Vice President

Type or Print (Include title if Company)

To the Filing Officer: After this statement has been recorded, please mail same to:

Name and Address Samuel Goldsborough
Mercantile-Safe Deposit & Trust Company
Loan Department, 5th Floor
2 Hopkins Plaza, P. O. Box 1477
Baltimore, Maryland 21203



RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JUL 23 PM 1:29

E. AUBREY COLLISON
CLERK

11.50

Debtor or Assignor Form Maryland Sales Agreement

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$.....
- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

Roland C. Diggs
Donna L. Rosen

4108 Fessenden Street N.W.
Washington, D.C. 20016

RECORD FEE 13.00
POSTAGE 50
484307 0745 NOV 11 1985
JUL 23 85

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address:

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):

1979 Hunter 30 Hull NO. HUN70642M79C-30

- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

- 3. Proceeds } of the collateral are also specifically covered.
 Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

RECEIVED FOR RECORD
CHIEF CLERK, BALTIMORE COUNTY
1985 JUL 23 PM 1:40
E. AUBREY COLLISON
CLERK

Debtor (or Assignor)

Secured Party (or Assignee)

Roland C. Diggs

THE FIRST NATIONAL BANK OF MARYLAND

Donna L. Rosen

BY

Sharon Ryon

FNB 0860

Type or print names under signatures

Please return to :

First National Bank of MD
P.O. Box 1344
Baltimore, MD 21203

13.50

↑

257421

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Stantripop, Thammanoon dba Southgate Diner

Address 1672 Crain Hwy, Glen Burnie, MD 21061

2. SECURED PARTY

Name HOBART CORPORATION

Address World Headquarters - Troy, Ohio 45374

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One(1)M802 Mixer
One(1)A200 Mixer

Clerk of Circuit Court
Annapolis

0235605

RECORD FEE 11.00
POSTAGE .50
#96321 (345) 102 113034
JUL 23 85

1985 JUL 23 PM 1:41
E. AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Alicia J. Higgins Attorney in Fact
(Signature of Debtor)
Stantripop, Thammanoon dba Southgate Donuts

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

HOBART CORPORATION
(Signature of Secured Party)

[Signature]
Type or Print Above Signature on Above Line

11.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Vizzini's Restaurant Inc.
Address 8581 Ft. Smallwood Rd., Pasadena, Md. 21122

2. SECURED PARTY

Name HOBART CORPORATION
Address World Headquarters - Troy, Ohio 45374

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- One(1) P660-1A Mixer
- One(1) VS9 Plt- ASP12

Clerk of Circuit Court - Annapolis
0236029

RECORD FEE 11.00
POSTAGE .50
496320 0345 113:33
JUL 23 85

1985 JUL 23 PM 1:40
E. AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Chloe J. Scribby Attorney in Fact
(Signature of Debtor)
Vizzini's Restaurant Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

HOBART CORPORATION
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11.00
50

STATE OF MARYLAND

257423

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated May 30, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cunningham Sand & Gravel
Address P.O. Box 1073, Crownsville, Maryland 21032

2. SECURED PARTY

Name Furnival Machinery Company
Address 7135 Standard Drive, Hanover, MD 21076
2240 Bethlehem Pike, Hatfield, PA 19440

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ONE Komatsu PC220LC-3 Hydraulic Excavator, S/N 20612

RECORDED FEE 11.00
POSTAGE 30
996317 0345 102 113471
JUL 23 85

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1985 JUL 23 PM 1:43
E. AUBREY COLLISON
CLERK
11-50

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

* TO BE KEPT SEPARATE AND APART

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

James Cunningham
(Signature of Debtor)
James Cunningham - President
Cunningham Sand & Gravel
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Ronald Ludchak
(Signature of Secured Party)
Ronald Ludchak - Br. Mgr.
Furnival Machinery Company
Type or Print Above Signature on Above Line

UNIFORM COMMERCIAL CODE
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
 THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. _____ Page No. _____
 Identification No. 233638 Dated July 30, 1980

1. Debtor(s) { Dealer's Outlet, Inc.
 Name or Names—Print or Type
7234 Ritchie Highway, Glen Burnie, Maryland 21061
 Address—Street No., City - County State Zip Code

2. Secured Party { Equitable Trust Company
 Name or Names—Print or Type
100 S. Charles St., Baltimore, Maryland
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation<input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release<input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment<input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: ...Termination.....<input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

1985 JUL 23 PM 1:49
 RECEIVED FOR RECORD
 CLERK E. AUBREY COLLISON

RECORD FEE 10.00
 896312 C345 R02 113:26
 JUL 23 85

Dated: May 29, 1985

Equitable Trust Company
 Name of Secured Party
Paul R. Beares
 Signature of Secured Party
Paul R. Beares, Vice President
 Type or Print (Include Title if Company)

10.00

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated May 28, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dealer's Outlet, Inc. d/b/a Ritchie AMC-Jeep-Renault
Address 7234 Ritchie Highway, Glen Burnie, Maryland - 21061

2. SECURED PARTY

Name The Bank of Baltimore
Address 19 S. Charles Street, Baltimore, Maryland - 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list) All inventory, equipment and fixtures (including but not limited to motor vehicles, parts and accessories) in which debtor shall have an interest, now or hereafter. Proceeds of said inventory, equipment and fixtures. Insurance claims arising from said inventory, equipment and fixtures. All monies at any time deposited by debtor with secured party. All monies due or to become due to debtor from the manufacturers or distributors of inventory.

1985 JUL 23 PM 1:49
E. AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Ronald Manns
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

George A. Myers, Jr.
Type or Print Above Signature on Above Line

11.00

257126

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

<p>1. Debtor(s) (Last Name First) and address(es) XXXXX Consignee Don Klapproth Sales, Inc. 2524 Carrollton Road Annapolis, MD 21403</p>	<p>2. Secured Party(ies) and address(es) XXXXX Consignors Thomas Industries Inc. Tool & Fasteners Div. P.O. Box 666, Hwy. 51 Matthews, NC 28105</p>	<p>For Filing Officer (Date, Time, Number, and Filing Office)</p> <p>RECORD FEE 11.00 POSTAGE .50 SALES TAX 173.46 JUL 23 85</p>
<p>4. This financing statement covers the following types (or items) of property:</p> <p>All construction fastening devices in consignee's possession contained in packages or cartons showing the following name, or names or marks: Thomas Industries Inc., the Thomas Industries "TI" logo, Fastway, HIT, or Thomas Industries Tool & Fasteners Division. These items are owned by Thomas Industries and are held on consignment only. See Maryland Commercial Law §2-326 and §9-114. The underlying transaction is not subject to Maryland recordation tax.</p>		<p>5. Assignee(s) of Secured Party and Address(es)</p> <p>1986 JUL 23 PM 1:57 COLLISION</p>
<p>This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so)</p> <p><input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:</p>		
<p>Check <input checked="" type="checkbox"/> if covered: <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:</p>		
<p>Filed with: Clerk of the Circuit Court</p> <p>Don Klapproth Sales, Inc.</p>		<p>THOMAS INDUSTRIES INC. Tool & Fasteners Division</p>
<p>By: <i>Donald O. Reynolds, President</i> Signature(s) of Debtor(s)</p>	<p>By: <i>[Signature]</i> Signature(s) of Secured Party(ies)</p>	

(1) Filing Officer Copy - Alphabetical **STANDARD FORM - FORM UCC-1.**

Angela Koshewa
 Roach Rogers & Fuller
 Suite 400
 100 E. Liberty St.
 Louisville Ky.
 40202

STATE OF MARYLAND

257429

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here.

This financing statement Dated 19 July 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Regina's Deli

Address 23 Sheridan Road, Arnold, MD 21012

2. SECURED PARTY

Name Bay National Bank

Address 2661 Riva Road, Bldg. 700, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts and other rights to payment, and general intangibles now owned or hereafter acquired by borrower, and all proceeds (cash and non-cash) of such inventory, equipment, accounts and other rights to payment, and general intangibles, as stated on the Security Agreement dated 19 July 1985.

RECORD FEE 11.00
POSTAGE .50
#00701 0040 R01 T14:16
JUL 23 85

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

REGINA'S DELI

BY: Waltraud Regina
(Signature of Debtor)

Waltraud Regina
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BAY NATIONAL BANK

BY: [Signature]
(Signature of Secured Party)

David S. Proctor, Loan Officer
Type or Print Above Signature on Above Line

LIBER - 487 PAGE 055

E. AUBREY COLLISON
CLERK
1985 JUL 23 PM 2:15

RECEIVED FOR RECORD
CREDIT DIVISION, BALTIMORE COUNTY

11/1

257130

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Walter W. Higdon d/b/a Charlie's Machine Shop 320 Wicklow Rd. Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) Cap-Co Leasing Company 1430 N. Meacham Rd. Schaumburg, IL 60195	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 494346 1345 107 11415 JUL 23 85
--	--	---

4. This financing statement covers the following types (or items) of property: 1-Mark II Jet Clean 230v 60 cycle 30 w/accessories SN 3172 1-Model 205 Steelabrator w/accessories SN 8407 Equipment located at: 7218 N. Ritchie Hwy. Glen Burnie, MD 21061 **Not subject to recordation tax**	5. Assignee(s) of Secured Party and Address(es) Capitol Leasing Company 1430 N. Meacham Rd. Schaumburg, IL 60195
---	---

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered; Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:
Walter W. Higdon d/b/a
Charlie's Machine Shop

By: Walter W. Higdon Signature(s) of Debtor(s)

By: Cap-Co Leasing Company Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1.

11.00

1985 JUL 23 PM 2:16
CLERK

Anne Arundel Co.
#01890-1

STATE OF MARYLAND

257431

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ray Sears & Son, Inc.
Address 1401 Rutland Road, Gambrills, Maryland 21054

2. SECURED PARTY

Name Baldwin Service Center, Inc.
Address Defense Highway, 450 & 178, Annapolis, Maryland 21401
Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, Maryland 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Assignee of the Secured Party
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 17.00
POSTAGE 1.50
TOTAL 18.50
JUL 23 1985

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Ray Sears & Son, Inc.

Raymond R. Sears
(Signature of Debtor)

Raymond R. Sears, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Baldwin Service Center, Inc.

Rhoda L. Baldwin, Pres.
(Signature of Secured Party)

Rhoda L. Baldwin, President

Type or Print Above Signature on Above Line

RECEIVED BY
CREDIT ALLIANCE CORPORATION
1985 JUL 23 PM 2:18
E. AUGHEY COLLISON
CLERK

17.50

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated May 24, 1985,

between Baldwin Service Center, Inc., as Seller/Lessor/Mortgagee

and Ray Sears & Son, Inc., 2887 Rutland Road, Gambrills, Maryland 21054

(Name) (Address)
as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 83,521.44
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 24 day of May, 19 85

Baldwin Service Center, Inc. (SEAL)
(Seller/Lessor/Mortgagee)
By Shada L. Baldwin, Pres.

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

TO: Baldwin Service Center, Inc. FROM: Ray Sears & Son, Inc.
Defense Highway, 450 & 178, Annapolis, MD 21401 2887 Rutland Road, Gambrills, MD 21054

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
Two (2) 1984 JCB Loader Backhoe, Model 1400 with enclosed cab, 3 1/2 foot boom extension, 18" x 24" buckets, S/N's 308186 and 309065

Table with 2 columns: Description, Amount. (1) TIME SALES PRICE \$ 83,521.44; (2) Less DOWN PAYMENT IN CASH \$ -0-; (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-; (4) CONTRACT PRICE (Time Balance) \$ 83,521.44. Also includes location: 2887 Rutland Road, Gambrills, Maryland 21054.

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Eighty three thousand five hundred twenty one and 44/100***** Dollars (\$ 83,521.44)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 1 day of July, 19 85, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 1,740.03 and the final installment being in the amount of \$ 1,740.03

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE. BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):
Date: May 24 19 85
Accepted Baldwin Service Center, Inc. (SEAL) Ray Sears & Son, Inc. (SEAL)
By: Charles L. Baldwin, Pres. By: Raymond L. ... Pres.
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)

This instrument prepared by (See Instructions on Reverse Side of Last Page) © 1975 CREDIT ALLIANCE CORPORATION

1 CAL 2XD(1-75) ORIGINAL FOR CREDIT ALLIANCE CORPORATION

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisalment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

(Guarantor-Endorser)	(L.S.)	(Guarantor-Endorser)	(L.S.)
(Guarantor-Endorser)	(L.S.)	(Guarantor-Endorser)	(L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (SEAL) }
 _____ (Corporate, Partnership or Trade Name or Individual Signature) } Signature
 _____ (Witness) By: _____ } of
 _____ (Signature: Title of Officer, "Partner" or "Proprietor") } Seller

LIBER - 487 PAGE 060

LIBER - 487 PAGE 061

257432

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.	
Date &	
Hour	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
---	------------	---------------	-------------	--------------

Foley, Martha J.	948 Melvin Road,	Annapolis, MD	21403	
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<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
--	------------	---------------	-------------	--------------

BarclaysAmerican/Business Credit, Inc., 111 Founders Plaza, Suite 1200, *

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Exhibit A attached hereto and made a part hereof.

RECORD FEE 12.00
JUL 23 1985 12:11
TIL 23 85

* East Hartford, Connecticut 06108, ATTN: Special Industries Office

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

1985 JUL 23 PH 2:19
E. AUDREY COLLISON
CLERK

Debtor (s) or assignor (s)

MARTHA J. FOLEY	BARCLAYSAMERICAN/BUSINESS CREDIT, INC. (Seal)
	(Corporate/Trade or Firm Name)

Seattle Radio Limited Partnership	By: <i>[Signature]</i> AVP
	Signature of Secured Party or Assignee

By: <i>[Signature]</i>	(Owner, Partner or Officer and Title)
(Type or print name under signature)	(Signatures must be in ink)
Dennis Behan	

12.00

EXHIBIT A TO UCC-1 FINANCING STATEMENT

Debtor: Martha J. Foley

Secured Party: BarclaysAmerican/Business Credit, Inc.

Description of Collateral

- (a) All of Debtor's right, title and interest as a limited partner in Seattle Radio Limited Partnership, a Washington limited partnership (the "Partnership"), whether now owned or hereafter acquired, including, without limitation, all rights, privileges, authority and powers of Debtor as such limited partner, whether now existing or hereafter arising, whether arising under the terms of the Partnership's partnership agreement or partnership certificate, currently in effect, as each such document may be amended from time to time, or otherwise;
- (b) All of Debtor's right, title and interest under any other agreement, now or hereafter in effect, with any other partner in the Partnership or any other person, providing for the right of the Debtor to acquire or exercise the partnership interest in the Partnership now or hereafter owned or held by any such other partner or person;
- (c) All of Debtor's right, title and interest in, to and under any and all claims now or hereafter held by the Debtor against or indebtedness now or hereafter due to the Debtor from the Partnership, which now or hereafter are subordinated in any manner or to any extent to the prior payment of the indebtedness of the Partnership now existing or hereafter arising to the Secured Party; and
- (d) Any and all proceeds of all of the foregoing.

257433

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.....	
Date &	
Hour.....	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Wickman, Miles X. and Wickman, Keith K.		1149 Carrs Wharf Road,	Edgewater, MD	21037

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
BarclaysAmerican/Business Credit, Inc., 111 Founders Plaza, Suite 1200*				

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Exhibit A attached hereto and made a part hereof.

*East Hartford, Connecticut 06108, ATT: Special Industries Division

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

MILES X. WICKMAN & KEITH K. WICKMAN BARCLAYSAMERICAN/BUSINESS CREDIT, (Seal)
(Corporate, Trade or Firm Name) INC.

Seattle Radio Limited Partnership

By: [Signature] AVP
Signature of Secured Party or Assignee

By: [Signature]
(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

Dennis Behan

12.00



RETURN TO: E. AUGINE & COLLISON BLENM 1985 JUL 23 PM 2:19

RECORD FEE 12.00
1985 JUL 23 11:10
JUL 23 85

EXHIBIT A TO UCC-1 FINANCING STATEMENT

Debtor: Miles X. Wickman and Keith K. Wickman

Secured Party: BarclaysAmerican/Business Credit, Inc.

Description of Collateral

- (a) All of Debtor's right, title and interest as a limited partner in Seattle Radio Limited Partnership, a Washington limited partnership (the "Partnership"), whether now owned or hereafter acquired, including, without limitation, all rights, privileges, authority and powers of Debtor as such limited partner, whether now existing or hereafter arising, whether arising under the terms of the Partnership's partnership agreement or partnership certificate, currently in effect, as each such document may be amended from time to time, or otherwise;
- (b) All of Debtor's right, title and interest under any other agreement, now or hereafter in effect, with any other partner in the Partnership or any other person, providing for the right of the Debtor to acquire or exercise the partnership interest in the Partnership now or hereafter owned or held by any such other partner or person;
- (c) All of Debtor's right, title and interest in, to and under any and all claims now or hereafter held by the Debtor against or indebtedness now or hereafter due to the Debtor from the Partnership, which now or hereafter are subordinated in any manner or to any extent to the prior payment of the indebtedness of the Partnership now existing or hereafter arising to the Secured Party; and
- (d) Any and all proceeds of all of the foregoing.

257421

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented: 3. Maturity Date (Optional):

1. Debtor(s) (Last Name First) and Address(es):
JMN Construction Co. Inc.
133 Foxwell Bend
Glen Burnie, Maryland 21061

2. Secured Party(ies) Address(es) And Name(s):
John C. Louis Company, Inc.
1805 Cherry Hill Road
Baltimore, Maryland 21230

4. For Filing Officer: Date, Time, File No., Filing Office:

RECORD FEE 11.00
POSTAGE .50
494327 0140 002 774:38
JUL 23 85

7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable)

ONE Melroe Model M743 Bobcat Loader S/N 21459
6547709 Flotation Tires
6558301 60" bucket with teeth

5. Assignee(s) of Secured Party, Address(es):
Clark Equipment Credit Corporation
128 East Front Street
Buchanan, Michigan 49107

6. The described crops are growing or to be grown on the real property described in Item 7.
 The described goods are or are to be affixed to the real property described in Item 7.

WE ARE NOT SUBJECT TO RECORDATION TAX

DEBT EXCEEDS \$200.00

Proceeds of the collateral are also covered.

Filed with: Sec. of State Filing Office of _____ County/City

8. Signatures:

JMN Construction Co. Inc.

John C. Louis Company, Inc.

By

By

Jeffrey M. Reichen

W. Davison

Debtor(s) [or Assignor(2)]

Secured Party (ies) [or Assignee(s)]

W. Davison President

(2) Filing Officer Copy -- Alphabetical

FINANCING STATEMENT
THIS INSTRUMENT PREPARED BY SECURED PARTY
AND ASSIGNEE OF SECURED PARTY.

FORM UCC

1

Property is classified as Rolling Stock. Filed for informational purposes only.

257435

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Custom Transport, Inc.
Address 7460 Conowingo Avenue, Jessup, MD 20794

*Please return
Copy with
ID #. Thank you.*

2. SECURED PARTY

Name Litton Industries Credit Corporation
Address 425 Post Road, Fairfield, CT 06430



Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) new Carrier Eagle refrigeration unit, S/N C84048273, mounted on one (1) new 1985 American refrigerator trailer, VIN 1PMRO4820F3039243, and all attachments, accessories and replacements.

ch # 2952

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Edward E. Garber Jr
(Signature of Debtor)

Edward E. Garber Jr President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Charles J. Hoffach
(Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE .50
REGISTERED MAIL 11:40
JUL 23 85
DEPARTMENT OF REGISTERED MAIL
SOUTHERN DISTRICT OF MARYLAND
1985 JUL 23 PM 2:42
E. AUDREY COLLISON
CLERK

11:50

Copy goes to Both

LIBER - 487 PAGE 067

This STATEMENT is presented for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) Name and Mailing Address:
SURGICAL SPECIALTIES
INSTRUMENTS, INC.
2124 Baldwin Avenue
Crofton, MD 21114

2. Secured Party(ies) Name and Address:
DERMA-LOCK MEDICAL CORP.
Highland Park, Suite 108
8200 South Akron Street
Englewood, CO 80112

3. For Filing Officer (Date, Time, Number, and Filing Office):

RECORD FEE 11.00
POSTAGE .50
FACILITY CHARGES 14.45
JUL 23 85

4. This statement refers to original Financing Statement bearing File No. see attached copy 483-76
and Book No. _____ Page No. _____
Filed with Circuit Court Arundel Cty. Original Date Filed March 4 19 85

5. TERMINATION
The Secured Party of record no longer claims a security interest under the Financing Statement.

6. CONTINUATION
The original Financing Statement is still effective.

7. ASSIGNMENT
The Secured Party of record has assigned his rights. The name and address of the assignee and a description of the collateral assigned appear in Box 10.

8. AMENDMENT
The Financing Statement is amended as set forth in Box 10. Debtor and Secured Party must sign below.

9. RELEASE OF COLLATERAL
The Secured party of record releases the collateral described in Box 10.

10. The Financing Statement covers: all goods (being a semi-occlusive modified polyurethane dressing) in debtor's possession or hereinafter acquired by debtor from secured party and stored by or with debtor.

Check only if applicable: This Statement is to be filed for record in the real estate records.

Use whichever signature line is applicable.

SURGICAL SPECIALTIES INSTRUMENTS, INC.

DERMA-LOCK MEDICAL CORPORATION

By [Signature] Signature(s) of Debtor(s) President

By [Signature] Signature(s) of Secured Party(ies) Treasurer
C FITARLOW

Form approved by the Secretary of State and the County Clerks and Recorders Association

No. 603-1-78L1-9CC3
Bradford Publishing, 5825 W. 6th Ave., Lakewood, CO 80214 - (303) 233-6900

(1) FILING OFFICER COPY

RECORDED FOR RECORD
ARUNDEL COUNTY
JUL 23 PM 2:47
ALBREY COLLISON
CLERK

11.00

COPY FOR FILING

FINANCING STATEMENT

- Not Subject to Recordation Tax PURCHASE MONEY To Be Recorded in Land Records (For Fixtures Only).
- Subject to Recordation Tax; Principal Amount is \$ _____

NAME	ADDRESS		
	No.	Street	City State
1. Debtors(s) (or assignor(s))			
Jerry M. Bailey	854	Buckingham Cove Road,	Severna Park, Maryland 21146
Constance K. Bailey	854	Buckingham Cove Road,	Severna Park, Maryland 21146

2. Secured Party (or assignee)
 SUBURBAN BANK 12125 Viers Mill Road, Silver Spring, Maryland 20906

3. This Financing Statement covers the following types (or items) of property:

Piper Airplane
 Manufacturers Model #PA28-235
 U.S. Registration #N 15227
 Serial #28-7310025

RECORD FEE 12.00
 POSTAGE .50
 496344 1345 102 114148
 JUL 23 85

1985 JUL 23 PM 2:48
 E. AUBREY COLLISON
 CLERK

CHECK THE LINES WHICH APPLY

- 4. (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

- 5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
- (If products of collateral are claimed) Products of the collateral are also covered.
- 6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party:	Debtor(s) or Assignor(s)
SUBURBAN BANK	<u>Jerry M. Bailey</u>
By: <u>Rose Ann Hennessey</u>	<u>Constance K. Bailey</u>
Type Name <u>Rose Ann Hennessey</u>	
Title <u>Retail Banking Officer</u>	
	<u>Jerry M. Bailey</u>
	<u>Constance K. Bailey</u>
	Type or Print Name and Title of Each Signature

12.50

257433

LIBER - 487 PAGE 069 STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John W. Ritter Trucking, Inc.

Address Md. Rt. 3, Box 244, Millersville, Maryland 21108

2. SECURED PARTY

Name Beltway International Trucks, Inc.

Address 1800 Sulphur Spring Road, Baltimore, Maryland 21227

Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ASSIGNEE OF SECURED PARTY

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061

RECORD FEE 17.00
POSTAGE 1.50
EX-370 0040 102 11:43
JUL 23 85

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John W. Ritter Trucking, Inc.

[Signature]
(Signature of Debtor)

Edmond Ritter, V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Beltway International Trucks, Inc.

[Signature] Secretary-Treasurer
(Signature of Secured Party)

James L. Jennelle, Sec./Treas.
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CLERK COURT, ANNE ARUNDEL COUNTY
1985 JUL 23 PH 2:53
E. AUDREY COLLISON
CLERK

17.50

LIBER - 487 PAGE 070

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated May 30, 1985

between Beltway International Trucks, Inc., as Seller/Lessor/Mortgagee
and John W. Ritter Trucking, Inc., Md. Rt. 3, Box 244, Millersville, MD 21108
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 44,485.20
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 30th day of May, 19 85

Beltway International Trucks, Inc. (SEAL)

(Seller/Lessor/Mortgagee)
By James L. Jennelle Secretary-Treasurer

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

TO: Beltway International Trucks, Inc. FROM: John W. Ritter Trucking, Inc.
1800 Sulphur Spring Road, Baltimore, MD 21227 Md. Rt. 3, Box 244, Millersville, MD 21108

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (include make, year, model identification, model and serial numbers or marks):
One (1) 1985 International Harvester Model F1954 Cab & Chassis with 20' Van Body, S/N FHA23757

(1) TIME SALES PRICE \$ 44,485.20
(2) Less DOWN PAYMENT IN CASH \$ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 44,485.20

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:
Millersville, Maryland

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Forty four thousand four hundred eighty five and 20/100***** Dollars (\$ 44,485.20)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 3rd day of July, 19 85, and continuing on the same date each month thereafter until paid; the first 12 installments each being in the amount of \$ 1,263.15 and the final installment being in the amount of \$ 814.65

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisalment and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: May 30, 19 85

BUYER(S)-MAKERS(S):

Accepted Beltway International Trucks, Inc. (SEAL)
(Print Name of Seller Here)

John W. Ritter Trucking, Inc. (SEAL)
(Print Name of Buyer-Maker Here)

By: James L. Jewell Secretary Treasurer
(Witness as to Buyer's and Co-Maker's Signature)

By: [Signature]
Co-Buyer-Maker:
(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By: _____

This instrument prepared by _____

(xx) Not Subject to Recordation Tax
() Recordation Tax of \$_____ on
Principal Amount of \$_____ is
enclosed/has been paid (strike
inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE ARINC, Incorporated
2551 Riva Road (Name or Names) Annapolis, Md. 21401
(Address)

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Superior Service Corporation
of LESSOR _____
(Name or Names)
2001 E. Joppa Rd. Baltimore, Maryland 21234
(Address)

4. This financing Statement covers the following types (or items) of property:

One - General Electric N5A11 Base Station S/N 5205441

RECORD FEE 11.00
POSTAGE .50
TOTAL 11.50
JUL 23 1985

11/1985
E. AUGREY
CLERK
JUL 23 1985
RECEIVED
CLERK
JUL 23 1985

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE ARINC, Incorporated 5-06-85
By: X T.R. Lawson Director/Purchasing
Contracts
T. R. Lawson (Title)

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Gordon T. Hill President
Gordon T. Hill (Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: _____
(Title)

Return to: Superior Service Corporation
2001 E. Joppa Rd.
Baltimore, Maryland 21234
Att: Mike Ciatta

(Type or print name of person signing)

11.00
50

Anne Arnold

LIBER - 487 PAGE 074

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 461 FOLIO 453 ON 5-9-83 (DATE)

1. DEBTOR

Name Conklin, Robert C.

Address 442 Lynwood Dr. Severna Park, Md. 21146

2. SECURED PARTY

Name John Deere Company

Address P.O.Box 4949 Syracuse, N.Y. 13221

RECORD FEE 11.00
POSTAGE .50
JUL 23 1985 11:50
JUL 23 05

Person And Address To Whom Statement Is To Be Returned If Different From Above.

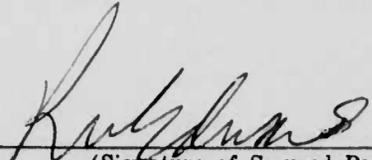
3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECEIVED FOR RECORD
COURT CLERK
1985 JUL 23 PM 2:57
E. AUBREY COLLISON
CLERK
MP

Dated 31 May 1985


(Signature of Secured Party)
R.W. Edwards, Asst. Treas.
Type or Print Above Name on Above Line

11.00
50

anne arundel

LIBER - 487 PAGE 075

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____
RECORDED IN LIBER 448 FOLIO 185 ON 3-29-82 (DATE)

1. DEBTOR

Name Davis, Raymond L.
Address 3710 Birdsville Rd. Davidsonville, Md. 21035

2. SECURED PARTY

Name John Deere Company
Address P.O.Box 4949 Syracuse, N.Y. 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 11.00
POSTAGE .50
JUL 23 1985

RECEIVED IN RECORDS
CIRCUIT COURT, MARYLAND
1985 JUL 23 PM 2:57
E. AUDREY COLLISON
CLERK

Dated 31 May 1985

R. W. Edwards
(Signature of Secured Party)
R.W. Edwards, Asst. Treas.
Type or Print Above Name on Above Line

11.00
50

32924

257143

Debtor or Assignor Form

FINANCING STATEMENT ~~Pa A Act 15250~~

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 20,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor Homestead Gardens, Inc
Address Rt. 214 Box 188
 Davidsonville, Md. 21035

Secured Party Farmers National Bank of Maryland
Address 5 Church Circle
 Annapolis, Md. 21401

Assignee
FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):
 Communication Equipment - Serial #342HKG0069
 2 Mostar Controls, 2 Mag Mount Antenna, 5 Mostar 35 Watt,
 5 Syntors, 5 Outside Speakers & 1 Outside Speaker.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

RECORD FEE 11.00
 RECORD TAX 140.00
 POSTAGE .50

3. Proceeds } of the collateral are also specifically covered.
 Products }

#00726 C237 R01 T15:23
 JUL 23 8:57

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)
 Homestead Gardens, Inc.
Don E. Riddle, Jr.
 Don E. Riddle, Jr., President
Steven H. Flury, V.
 Steven H. Flury, V. President

Secured Party (or Assignee)
FARMERS NATIONAL BANK OF MARYLAND

BY *Frank T. Lowman*
 Frank T. Lowman, Senior Vice President

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
 5 CHURCH CIRCLE
 ANNAPOLIS, MARYLAND 21401

11-00
 140.00
 D

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1985 JUL 23 PM 3:22
 E. AUBREY COLLISON
 CLERK

MP

FINANCING STATEMENT FORM UC-1
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated May 21, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE
POSTAGE

11.00
.50

1985 JUL 23 11:05
TUL 23 85

1. DEBTOR

Name BOHNER: Phillip W.
Address 11205 Sedgefield Drive, Raleigh, NC 27612

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second Street, Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1975 42' Bristol Trawler Fiberglass Hull O.N. 568985
1975 280 HP GM 6V71 Diesel Engine # 0-24812

First Assignee:
Society For Savings
1290 Silas Deane Highway
Wethersfield, CT 06109

Home Anchorage/Winter: Annapolis, MD

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Phillip W. Bohner
(Signature of Debtor)

Phillip W. Bohner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

James L. Ellsworth Agent
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

11.00
50

Amie Arndt Co
5:3185

1985 JUL 23 11:05
TUL 23 85

1985 JUL 23 PH 3:05

E. AUDREY COLLISON
CLERK

257445

FINANCING STATEMENT FORM UC-1
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____
SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated May 21, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 12.00
POSTAGE .50
1985 JUL 23 11:04
JUL 23 85

1. DEBTOR

Name OEHMANN: Robert B. and Sharan M.
Address 4707 South 29th Street A-1, Arlington, VA 22206

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second Street, Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1985 32' Trojan Fiberglass Sedan Hull # TRJAF0091485
1985 270 HP Twin Crusader Gas Engines # 48276-P, 48272-S

First Assignee:
Society For Savings
1290 Silas Deane Highway
Wethersfield, CT 06109

Home Anchorage/Winter: Deale, MD

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Robert B. Oehmann
(Signature of Debtor)

Robert B. Oehmann
Type or Print Above Name on Above Line

Sharan M. Oehmann
(Signature of Debtor)

Sharan M. Oehmann
Type or Print Above Signature on Above Line

Mary M. Markowski agent
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

RECEIVED IN RECORDS
COURT HOUSE, W.A. COUNTY
1985 JUL 23 PM 3:06
E. AUBREY COLLISON
CLERK

12.00
50

Anne Arndt Co
5 31 85

Not Subject to Recordation Tax
 Recordation Tax of \$ 210.00 on
 Principal Amount of \$ 30,000.00 is enclosed/
 has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: PRINTERS INK, INC. T/A MINUTEMAN PRESS
 (Name or Names)
10 Aquahart Rd., Glen Burnie, MD. 21061
 (Address)

DEBTOR: _____
 (Name or Names)

 (Address)

2. SECURED PARTY: ATLANTIC INDUSTRIAL CREDIT CORPORATION
 (Name or Names)
P.O. Box 10656, Towson, MD. 21285-0656
 (Address)

3. ASSIGNEE (if any)
 of SECURED PARTY: BALTIMORE FEDERAL FINANCIAL F.S.A.
 (Name or Names)
Box 116 Foyette + St. Paul Sts. Balti. MD. 21203
 (Address)

4. This Financing Statement covers the following types (or items) of property:

1 - Nuarc Plate Burner, S/N 271B83-39; 1 - Hand Stapler (Heavy Duty);
 1 - AGFA Vertical Camera, S/N 43323/1202; 1 - Copyproof Processor CP38,
 S/N 84025; 1 - Rapidoprint Processor DD37E, S/N 1296; 1 - 1250LW AM
 Press, S/N 330223; 1 - 1250LW AM Press w/color head, S/N 993415; 3 -
 Light Tables; 3 - Stitchers; 1 - GBC Punch & Binder, S/N 7210552; 1 -
 Gatherase Collator, S/N 11526; 1 - Fastfold Folder, S/N 271232;
 1 - 3M Camera MR412, S/N 105909; 1 - Radio Shack TRS80 Computer,
 S/N 110112; 1 - Royal Typewriter, S/N 5000E; 3 file cabinets; 3 - desks;
 2 - work organizers; calculators, etc., and "All of Debtor's equipment
 and supplies (including all present and future additions, attachments,
 accessions, substitutions and replacements) used in or related to
 Debtor's business.

RECORD FEE 12.00
 RECORD TAX 210.00
 476408 0305 102 115:39
 JUL 23 85

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

SEE VALUE RECORD
 CLERK COLLISON
 1985 JUL 23 PM 3:42
 CLERK

6. Proceeds of Collateral are covered hereunder: Yes No
 Products of Collateral are also covered: Yes No

DEBTOR(S): PRINTERS INK, INC. T/A
MINUTEMAN PRESS
 By: J. Palmer V.P.
JIM PALMER V.P. (Title)
 (Type or print name of person signing)

SECURED PARTY:
ATLANTIC INDUSTRIAL CREDIT CORPORATION
 By: R. E. Polack Pres.
Robert E. Polack, President
 (Type or print name of person signing)

By: _____
 (Title)

 (Type or print name of person signing)

Return To: ATLANTIC INDUSTRIAL CREDIT CORPORATION
P.O. Box 10656, Towson, MD. 21285-0656

12.00
 210.00
 50

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247435

RECORDED IN LIBER 462 FOLIO 90 ON 5-24-83 (DATE)

1. DEBTOR

Name Gibbs, Charles E.

Address 3433 Cohasset Ave. Annapolis, Md. 21403

2. SECURED PARTY

Name John Deere Company

Address P.O. Box 4949 Syracuse, N.Y. 13221

RECORD FEE 10.00
POSTAGE .50
995007 1345 R02 T15146
JUL 23 85

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p>

RECEIVED FOR RECORD
CIRCUIT COURT BAL. COUNTY
1985 JUL 23 PM 3:46
E. AUBREY COLLISON
CLERK

Dated 5 June 1985

R. W. Edwards
(Signature of Secured Party)

R.W. Edwards, Asst. Treas.
Type or Print Above Name on Above Line

10.00/50

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) ERA Village Realty, Inc. 1416 Annapolis Road Odontin, MD 21113	2. Secured Party(ies) and address(es) Citicorp Industrial Credit, Inc. 450 Mamaroneck Avenue Harrison, NY 10528	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 JUL 23 1985 15:50 JUL 23 85
--	--	--

4. This financing statement covers the following types (or items) of property:
Omega 16/48 telephone system as described on Schedule A hereto

Not subject to recordation tax

#664984-1C

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. Na. of additional Sheets presented:

Filed with:

ERA Village Realty, Inc. By: <u>Henry Shinaberry V.P.</u> Signature(s) of Debtor(s)	Citicorp Industrial Credit, Inc. By: <u>[Signature]</u> Signature(s) of Secured Party(ies)
---	--

LIBER - 487 PAGE 083

257113

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.....	
Date &	
Hour.....	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Fairview Marine Corporation		1575 Fairview Beach Road	Pasadena	Maryland

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Heritage International Bank		7126 Wisconsin Avenue	Bethesda	Maryland

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Schedule A

RECORD FEE 13.00
1985 JUL 23 11:47
JUL 23 85

LOAN DEPT
Heritage International Bank
7126 Wisconsin Avenue
Bethesda, Maryland 20814



RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

MD
1985 JUL 23 PM 3:52
STAFFORD COLLISON
CLERK

Debtor(s) or assignor(s)

<u>Fairview Marine Corporation</u>	<u>Heritage International Bank</u> (Seal)
	(Corporate, Trade or Firm Name)
By: <u>Charles E. Ruark</u>	By: <u>James R. Bray</u>
	Signature of Secured Party or Assignee
<u>CHARLES E. RUARK</u>	<u>James R. Bray - Vice President</u>
(Type or print name under signature) <u>President</u>	(Owner, Partner or Officer and Title)
	(Signatures must be in ink)

13.00

Schedule A

LIGER - 487 PAGE 084

One Island Gypsy 36 foot Standard Quad Cabin with Twin Volvo
Tamd 40 engines as per FMC purchase order No. 4962 (attachment A-1)

Attachment A-1

OFFICIAL PURCHASE ORDER

FROM: FAIRVIEW MARINE CORPORATION
1575 FAIRVIEW BEACH ROAD
PARADISE, MARYLAND 21122

TO: KONG & HALVORSEN MARINE &
ENGINEERING CO. LTD.,
P. O. Box 79259
Mong Kok Post Office,
Kowloon, Hong Kong.

DATE: January 25, 1985

PURCHASE ORDER NO. 4962

ER - 487 PAGE 085

I. Please furnish one (1) Island Gypsy 36' Std. Quad Cabin w/Twin 6/135 Lehmars HKD Base
complete with standard equipment.

- II. Optional Extras
- (1) Two Additional Handrail Gates
 - (2) extended Chafe rail to Break
 - (3) Tinted Glass
 - (4) 3 A.H. Westerbeke Generator with soundshield
 - (5) Deep Double Inboard Sink in Galley
 - (6) Aluminum Frame Hatches Forward and aft Cabin. (like 44 cad)
 - (7) Brown Boot Paint & no Bottom Paint
 - (8) Welded Stainless Steel in lieu of Rail Fittings for Handrail on FB
 - (9) Separate Throttle and Gear Control
 - (10) Add one Support Brace to First Stanchion of the Stainless Steel
 - (11) Handrail to the Bridge
 - (12) Two Teak Boards 2" Thick X 10" wide X 9' or 10' Long

Please indicate your requirement here otherwise no protection will apply to your boats (see condition 10 overleaf)

- III. Special instructions
- (13) _____
 - (14) _____
 - (15) _____
 - (16) _____
 - (17) _____
 - (18) _____
 - (19) _____
 - (20) _____
 - (21) _____
 - (22) _____
 - (23) _____
 - (24) _____
 - (25) _____

OPTIONAL EXTRAS TOTAL

TOTAL AMOUNT HK\$613,140.00

IV. This purchase order (including any additional documents attached hereto or incorporated herein by reference) constitutes Dealer's offer to Kong & Halvorsen Marine & Engineering Co. Ltd. and becomes a binding contract on the terms and conditions set forth on the face hereof and those appearing on the reverse side hereof. Acceptance is required on the acknowledgment copy attached.

PAYMENT ARRANGEMENT: Deposit _____ NONE _____
 Total L/C Amount _____ 100% _____
 Direct Remittance _____ None _____

Dealer Name FAIRVIEW MARINE CORPORATION Accepted (date) February 2, 1985.
KONG & HALVORSEN MARINE & ENGINEERING CO. LTD.

Signed By: Charles E. Quark By: Ohn
Authorized Representative For: _____
Charles E. Quark President Authorized Signature

White & Red Copies: Kong & Halvorsen Marine & Engineering Co. Ltd. Yellow Copy: Dealer's Copy

257419

FINANCING STATEMENT

For Filing Officer Use	
File No.....
Date &
Hour.....

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
--	-----	--------	------	-------

Fairview Marine Corporation	1575	Fairview Beach Road	Pasadena	Maryland
-----------------------------	------	---------------------	----------	----------

Name of Secured Party or assignee	No.	Street	City	State
Heritage International Bank	7126	Wisconsin Avenue	Bethesda,	Maryland

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

One Island Gypsy 30 foot Sedan with single 6/135 Ford Lehman Engine as per FMC purchase order no. 4942 (See attachment No. 1)

RECORD FEE \$11.00
TUL 23 95

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ^{is} ~~is not~~ subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

Fairview Marine Corporation

Charles E. Ruark

CHARLES E. RUARK

(Type or print name under signature)

Heritage International Bank (Seal)
(Corporate, Trade or Firm Name)

Bruce A. Cameron
Signature of Secured Party or Assignee

Bruce A. Cameron- Vice President

(Owner, Partner or Officer and Title)
(Signatures must be in Ink)



1995 JUL 23 PM 3:42
E. AUBREY COLLISON
CLERK

11.00

ATTACHMENT ONE (1)

OFFICIAL PURCHASE ORDER

FROM: FAIRVIEW MARINE CORPORATION
1575 FAIRVIEW BEACH ROAD
PASADENA, MARYLAND 21122

TO: KONG & HALVORSEN MARINE &
ENGINEERING CO. LTD.,
P. O. Box 79259
Mong Kok Post Office,
Kowloon, Hong Kong.

DATE: December 5, 1984

PURCHASE ORDER NO. 4942

I. Please furnish one (1) Island Gypsy 30' Sedan w/Single 6/135 Ford Lehman F
complete with standard equipment.

- II. Optional Extras
- (1) W&N Curtains
 - (2) Window Screens
 - (3) Overhead Dish Cabinet
 - (4) Two Shelves in Aft End of Hanging Locker
 - (5) Two Additional Drawers in V-Berth Cabin
 - (6) Two Additional Drawers Under Port Settee Aft End - Relocate
 - (7) Existing Boom Forward as Required
 - (8) One Exterior Light Under FB Overhang Centered with Door
 - (9) All Vinyl Upholstery and Cushions to be Color "D"
 - (10) Bright Red Boot Top
 - (11) Port and Starboard Hand Rail Gates
 - (12) _____

Please indicate your requirement here otherwise no protection will apply to your boats (see condition 10 overleaf)

- III. Special instructions
- (13) _____
 - (14) _____
 - (15) _____
 - (16) _____
 - (17) _____
 - (18) _____
 - (19) _____
 - (20) _____
 - (21) _____
 - (22) _____
 - (23) _____
 - (24) _____
 - (25) _____

OPTIONAL EXTRAS T

TOTAL AMOUNT K\$309,650.-

IV. This purchase order (including any additional documents attached hereto or incorporated herein by reference) constitutes Dealer's offer to Kong & Halvorsen Marine & Engineering Co. Ltd. and becomes a binding contract on the terms and conditions set forth on the face hereof and those appearing on the reverse side hereof. Acceptance is required on the acknowledgment copy attached.

PAYMENT ARRANGEMENT: Deposit NONE
 Total L/C Amount 100%
 Direct Remittance NONE

Dealer Name FAIRVIEW MARINE CORPORATION Accepted (date) 12.5.1984
KONG & HALVORSEN MARINE & ENGINEERING CO. LTD.
 Signed By: Charles E. Mark By: [Signature]
 Authorized Representative For: [Signature]
 Charles E. Mark President SPO: 374
 Authorized Signature

1905 JUL 23 PH 3:54
E. ALVIN L. LINDENSON

1. Debtor(s) Name(s) and address(es) Name <u>C. Thomas McMillan</u> Address <u>1167 Jeffrey Dr.</u> City <u>Crofton</u> County <u>AnneArundel</u> State <u>Maryland</u> <u>21114</u>	2. Secured Party and address Bank of South, NA PO Box 11609 Atlanta, Ga. 30355	3. (For Filing Officer Only) File Number: <u>246034</u> Time: <u>Book 458 page 431</u> Date: <u>AnneArundel</u> County <u>Maryland</u> Office of the Clerk, Superior Court
---	--	---

4. This financing statement covers the following types (or Items) of property:

ZF11022-52343044 Lot 46663
 Zenith 100 Computer, Computer NEC 3510 Printer #
 136-7300964 Serial #
 and accompanying Hardware and Software

04 6799485 9001

5. Name and address of Assignee of Secured Party:

6. If any box below is checked, cross index to real estate records:

listed crops are or will be grown on —

listed goods are or will be fixtures on —

listed minerals or the like (including gas and oil) or accounts will be financed at wellhead or minehead on — the real estate described in Item 7.

7. Real estate applicable to Item 6:

RECORD FEE 12.00
 POSTAGE .50
 #94413 (345 R02 115:52
 JUL 23 85

Record owner or lessee of real estate is:

Products of the collateral are also covered.

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest in the collateral described herein.

Date: 1/29, 19 85 By: James Mauer
 Authorized Signer

Filing Officer Copy - Acknowledgment - filing officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

105

LIBER - 487 PAGE 089

257451

MP
1985 JUL 23 PM 3:57
E. AUBREY COLLISON
CLERK

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Repair Management Systems Oceanic Division Routes #50 and 301 at Chesapeake Bay Bridge Anapolis, MD 21404	2. Secured Party(ies) and address(es) Computer Options, Inc 1660 So. Hwy 100 Suite 428W Mpls, MN 55416	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 38417 1345 102 715:56 JUL 23 85
4. This financing statement covers the following types (or items) of property: 5251-12 S# Z4550 IBM Display Station 3864-2 S# 47232 Modem 4800 BPS IBM 5224-2 Printer 240/140 LPM S# 65835 2551 Dual Cluster 4600 Keyboard 3701 EIA Interface "NOT SUBJECT TO RECORDATION TAX"		5. Assignee(s) of Secured Party and Address(es) Marine Bank, N.A. 111 E. Wisconsin Ave. Milwaukee, WI 53201

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered; Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: COUNTY FILING

Repair Management Systems

Computer Options, Inc

By: Harold C. Ruff, Jr., President
Signature(s) of Debtor(s)

By: Venki Hunge
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 631-7 U.C.C. 1/69

This Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. I.D. 245126 recorded in
Liber 456 Folio 252 on NOVEMBER 19, 1982 (Date).

1. DEBTOR(S):
Name(s) RODERIC M. & GLORIA R. FREDRICKSON
Address(es) 111 SPA VIEW AVE ANNAPOLIS, MD.

2. SECURED PARTY:
Name FIRST PENNSYLVANIA BANK N.A.
Address 3020 MARKET ST. 2ND FL.
PHILADELPHIA, PA. 19104

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECORD FEE 11.00
494416 JUL 23 1985
TOL 23 85

1985 JUL 23 PM 3:58
E. AUBREY COLLISON
CLERK

9. SIGNATURES.

SECURED PARTY

FIRST PENNA. BANK N.A.
By [Signature]
JOHN K. PRICE, A.V.P.
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

11.00

LIBER - 487 PAGE 001

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 243035 Dated 14th June 1982

Record Reference Liber 451 Page 38

2. DEBTOR is:

Name: Clark and Anderson, P.A.
(Last Name First)

Address: 900 Crain Highway, S.W., Glen Burnie, Maryland 21061

3. SECURED PARTY is:

Name: The Bank of Glen Burnie

Address: 101 Crain Highway, S.E., Glen Burnie, Maryland 21061

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO:

THE BANK OF GLEN BURNIE
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061



SECURED PARTY:

THE BANK OF GLEN BURNIE

Dated May 2, 1985

By: Alfreda E. Archer
Alfreda E. Archer (Title)
Loan Department Supervisor

RECEIVED
SOUTHWEST COUNTY
1985 JUL 23 PM 3:58
AUBREY COLLISON
CLERK

RECORD FEE 11.00
POSTAGE .50
44415 (345) 115:54
JUL 23 85

11.00
50



STATE OF MARYLAND

LIBER - 487 PAGE 092

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 07137

RECORDED IN LIBER 421 FOLIO _____ ON Jan 14, 1980 (DATE) County Clerk
page 53

1. DEBTOR

Name Baldwin Service Center
Address Rte 450 at 178 Annapolis, MD 21401

2. SECURED PARTY

Name Woods Division of Hesston Corp
Address Oregon, IL 61061
Attn: Lee Lawson
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00
POSTAGE .50
APR 21 11:45 AM '85
JUL 23 1985

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> amendment (Indicate whether amendment, termination, etc.)</p>
<p>amend name to include Inc Baldwin Service Center Inc</p>	

RECEIVED IN RE-RECORDING
CIRCUIT COURT FOR BALTIMORE COUNTY
1985 JUL 23 PM 4:00
E. AUBREY COLLISON
CLERK

* Shirley L. Baldwin, Pres
Signature of Debtor
Dated May 31, 1985

Maureen Cain
(Signature of Secured Party)
Woods Division of Hesston Corp
Type or Print Above Name on Above Line

10.00
50



MARYLAND NATIONAL BANK
We want you to grow.
MEMBER FDIC

RECORDED
JUL 23 1985
PH 4:02
E. JUDITH COLLISON
CLERK

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at A. A. COUNTY
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

RECORD FEE 12.00
POSTAGE 50
\$14.50 JUL 23 1985
JUL 23 85

5. Debtor(s) Name(s) _____ Address(es) _____
 Wren, Boyd R _____ Box 305 Berts Drive
 Wren, Bernice R _____ Lothian, Md. 20711

6. Secured Party _____ Address _____
 Maryland National Bank _____ MARYLAND NATIONAL BANK
 Attention: J. V. DIXON _____ 225 N. Calvert St
 _____ Baltimore, Md. 21203

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

CONTINUATION: COLLATERAL TO WHICH FILING HAS LASEPED liber 372 pg 191

_____(Seal) Secured Party
 Maryland National Bank
 _____(Seal) J. V. Dixon _____(Seal)
 _____(Seal) J. V. DIXON TITLE CLERK
 _____(Seal) Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

12.00
50



MARYLAND NATIONAL BANK

P O Box 987
Baltimore, Maryland 21203

SCHEDULE A

NAME: WREN

DESCRIPTION:

YEAR: 1977

MAKE: MARLETTE 70X14 2 B.R.-F.D.K

MOBILE HOME Unfurnished, washer/dryer, dishwasher,
garbage disposal, A/C, skirting installed,
36"X42" alum. steps, 8'X10' wooden porch

SERIAL NO: 70128

257452

LIBER - 487 PAGE 095

MP
1985 JUL 23 PM 4:04
E. AUGER, J. MULLISON
CLERK

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. Maturity Date (Optional):

1. Debtor(s) (Last Name First) and Address(es):

L & S Diesel Service, Inc.
400 Arundel Corp. Rd.
Glen Burnie, Maryland 21061

2. Secured Party(ies) Address(es) And Name(s):

Maryland Clarklift Co., Div
The Space Maker Group, Inc.
3310 Childs Street
Baltimore, Maryland 21226

4. For Filing Officer: Date, Time, File No., Filing Office:

RECORD FEE 13.00
POSTAGE .50
396424 0345 002 116103
JUL 23 85

7. This Financing Statement covers the following types or items of collateral:

(Describe real estate, including record owner if item 6 is applicable)

One Clark Model C500Y70 Forklift Y685-42-3051

5. Assignee(s) of Secured Party, Address(es):

Clark Equipment Credit Corporation
128 East Front Street
Buchanan, Michigan 49107

6. The described crops are growing or to be grown on the real property described in Item 7.

The described goods are or are to be affixed to the real property described in Item 7.

DEBT EXCEEDS \$200.00

Proceeds of the collateral are also covered.

Filed with: Sec. of State Filing Office of _____ County/City

8. Signatures:

By

Albert Schwapp

Debtor(s) [or Assignor(2)]

By

Clark Equipment Credit Corporation

Secured Party(ies) [or Assignee(s)]

11.50

(1) Filing Officer Copy - Numerical

FINANCING STATEMENT

THIS INSTRUMENT PREPARED BY SECURED PARTY AND ASSIGNEE OF SECURED PARTY.

FORM UCC

1

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

1985 JUL 23 PM 4:16
E. AUDREY COLLISON
CLERK

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 500 N. Calvert Street, Box 116
Baltimore, MD 21202

RECORDING FEE 11.00
POSTAGE .50
TOTAL 11.50
JUL 23 1985

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated March 6, 1985, schedule 04 dated April 15, 1985, between Assignor as Lessor and TIMBERLINE LAND CLEARING as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 30/85, between Assignor and Assignee:

- 1 (one) CAT 977 L - loader S/N 11K4134 w/root rake attachment

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

John J. Stambro
(Signature of Secured Party)

John J. Stambro Sr. V.P.
Type or Print Above Signature on Above Line

Filed with Anne Arundel County.

11.50
50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1985 JUL 23 PM 4:16
E. AUGER & COLLISON
CLERK

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy. Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 500 N. Calvert St., Box 116, Balto, Md. 21202

RECORD FEE 11.00
POSTAGE 50
JUL 23 1985 11:12

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated May 6, 1985, schedule 01, dated May 23, 1985 between Assignor as Lessor and HARRY W. SCHUBBE, D/B/A H & H TRUCKING COMPANY as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee, to Assignee per a Non-Recourse Assignment of Rents dated May 30/85 between Assignor and Assignee:

see attached equipment list

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL F.S.A.

John J. Stamerro Sr.
(Signature of Secured Party)

John J. Stamerro Sr. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

11.50
50

LIGER - 487 PAGE 098

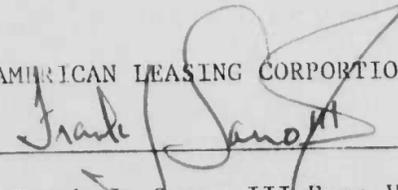
HARRY W. SCHUBBE, D/B/A
H & H TRUCKING COMPANY

SCHEDULE 01

EQUIPMENT LIST

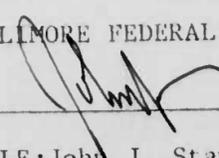
<u>QUANTITY</u>	<u>DESCRIPTION</u>
5	New 1985 Kenworth Model W 900 B trucks 60" VIT 3406B Caterpillar RT14609A
	S/N 1XKWDB9X9FK327900
	S/N 1XKWDB9X0FK327901
	S/N 1XKWDB9X2FK327902
	S/N 1XKWDB9X4FK327903
	S/N 1XKWDB9X6FK327904

TRANS-AMERICAN LEASING CORPORATION

BY: 

TITLE: Frank J. Sarro III, Exec.V.P.

BATLIMORE FEDERAL FINANCIAL F.S.A.

BY: 

TITLE: John J. Stamerro, Sr.V.P.

11-50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

MP
E. AUBREY COLLISON
1985 JUL 23 PM 4:16

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address Fayette & St. Paul Streets, Box 116
Baltimore, MD 21203

RECORD FEE 11.00
POSTAGE 50
1985 JUL 23 11:12
JUL 23 85

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated April 26, 1985, schedule 01, dated April 29, 1985 between Assignor as Lessor and KLEEN-STRIKE, INC. as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 30/85, between Assignor and Assignee:

- 1 (one) Narrow Tape Nylon Web Slitter, Rewinder Model GSM 550
- 1 (one) 22" Wide Band Nylon Inker S/N 1030
- 1 (one) 15 hp Air Compressor S/N 3021254
- 1 (one) Wide Band Winder S/N 895

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

John J. Stammerro
(Signature of Secured Party)

John J. Stammerro, Sr. V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County.

11.00
50

1150

257-153

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

MP
E. AUBREY COLLISON
CLERK
1985 JUL 23 PM 4:16

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address Fayette & St. Paul Streets, Box 116
Baltimore, MD 21203

RECORD FEE 11.00
MISFE 50
346633 0345 102 116111
JUL 23 85

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated April 25, 1985, Assignment #82482, between Assignor as Lessor and CSI LEASING/DESIGNCRAFT PRODUCTIONS, INC. as Lessee. Assignor has granted a Security Interest in the following equipment leased to Assignee per a Non-Recourse Assignment of Rents dated 5/30/85, between Assignor and Assignee:

1 (one) Stefani Model E Automatic Edgebander S/N ML 4185

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

John J. Stammerro
(Signature of Secured Party)

John J. Stammerro, Sr. V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County.

11.00
50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1985 JUL 23 PM 4:16
E. AUBREY COLLISON
CLERK

DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD. 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 500 N. Calvert St, Balto., Md. 21202 (Box 116)

RECORDING FEE 11.00
POSTAGE .50
#94830 0345 1002 116:10
JUL 23 85

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated April 13, 1984, schedule 06, dated May 15, 1985 between Assignor as Lessor and TRI-COUNTY UTILITIES, INC. as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee, to Assignee per a Non-Recourse Assignment of Rents dated May 30/85 between Assignor and Assignee:

- 1 FMC Linkbelt Model 2650 Hydraulic crawler excavator, standard arm 9'7' long operators cab fan, bucket 1/2 cu. yd. 28" wide S/N 265-UE-2131

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

John J. Stammerro
(Signature of Secured Party)

John J. Stammerro, Sr. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

11.00
50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 500 N. Calvert Street, Box 116
Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated March 6, 1985 schedule 05 dated April 15, 1985 between Assignor as Lessor and TIMBERLINE LAND CLEARING as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 30/85, between Assignor and Assignee:

- 1 (one) New 1985 R&S Demolition trailer Model #G569-3200966DST
S/N 1R9D32203F0011211

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

John J. Stancisco Sr.
(Signature of Secured Party)

John J. Stancisco Sr. V.P.
Type or Print Above Signature on Above Line

Filed with Anne Arundel County.

11-50

1985 JUL 23 PM 4:16
E. AUBREY COLLISON
CLERK

RECORDED
MORTGAGE
374377 0345 1102 11:07
JUL 23 85

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 506425

RECORDED IN LIBER 399 FOLIO _____ ON 05/09/84 (DATE)

1. DEBTOR

Name PAUL L COFIELL & PHYLLIS COFIELL

Address 65 CHESAPEAKE MOBILE COURT HANOVER, MD. 21076

2. SECURED PARTY

Name NORWEST FINANCIAL MD. INC.

Address P. O. BOX 1464 BALTIMORE, MARYLAND 21201

RECORDING FEE 10.00
POSTAGE .50
PROPERTY CLERK JUL 23 1985

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 05/09/87

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: TERMINATION
(Indicate whether amendment, termination, etc.)

RECORDED

1985 JUL 23 PH 4:19
E. AUBREY COLLISON
CLERK

10.00
50

Dated 06/06/85

Diane G. Coleman
(Signature of Secured Party)

DIANE G. COLEMAN
Type or Print Above Name on Above Line

257100

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

<p>1 Debtor(s) (Last Name First) and address(es) Sherwood, Henry L. 114 Summers Run Annapolis, MD 21401</p>	<p>2. Secured Party(ies) and address(es) 100 Gold Street Limited Partnership c/o VMS Realty, Inc. 8700 West Bryn Mawr Avenue Chicago, IL 60631 Attn: Partnership Finance</p>	<p>3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RETURN FEE 11.00 MISTAKE .50 7/23/85 11:45 AM 11:14 JUL 23 85</p>
<p>4 This financing statement covers the following types (or items) of property: Debtor's limited partnership interest in 100 Gold Street Limited Partnership, a New York limited partnership, including all of Debtor's rights and interest in said limited partnership and any successor limited partnership and under the limited partnership agreement relating thereto. NOT SUBJECT TO RECORDATION TAX RETURN ACKNOWLEDGEMENTS TO NATIONWIDE INFORMATION 488 BROADWAY ALBANY, N.Y. 12207</p>		<p>5. Assignee(s) of Secured Party and Address(es) 1985 JUL 23 PM 20 E. AUBREY COLL. SON CLERK</p>

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:
 107096 Anne Stewart
 Md

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: 0

David C. Edwards authorized signatory for
 VMS Realty Partners, attorney-in-fact for
 HENRY SHERWOOD, INVESTOR
 By: *Henry L. Sherwood*
 Signature(s) of Debtor(s)

100 Gold Street Limited Partnership
 By: VMS Realty Partners, Managing General Partner
 KIMBERLY GIFFORD, ASST. COORD PART FINAN
 By: *Kimberly M. Gifford*
 Signature(s) of Secured Party(ies)

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

Scott, Frank J.
566 Pinedale Drive
Anapolis, MD 21401

2. Secured Party(ies) and address(es)

100 Gold Street Limited Partnership
c/o VMS Realty, Inc.
8700 West Bryn Mawr Avenue
Chicago, IL 60631
Attn: Partnership Finance

3. Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
394516 0345 14/2 11415
JUL 23 85

4. This financing statement covers the following types (or items) of property:

Debtor's limited partnership interest in 100 Gold Street Limited Partnership, a New York limited partnership, including all of Debtor's rights and interest in said limited partnership and any successor limited partnership and under the limited partnership agreement relating thereto.

5. Assignee(s) of Secured Party and Address(es)

MP
RECEIVED FILING OFFICE
1985 JUL 23 PM 4:20
E. AUBREY COLLISON
CLERK

NOT SUBJECT TO RECORDATION TAX

RETURN ACKNOWLEDGEMENTS TO
NATIONWIDE INFORMATION
488 BROADWAY
ALBANY, N.Y. 12207

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:

10F090 Anne Arundel
C.M.D.

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Diana C. Wood authorized signatory for
VMS Realty Partners, attorney-in-fact for

FRANK SCOTT, INVESTOR

Frank G. Scott
Signature(s) of Debtor(s)

100 Gold Street Limited Partnership

By: VMS Realty Partners, Managing General Partner

SHELLA ANDERSON, SEC. PART. ADMIN.

By: *Shella Anderson*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

LIBER - 487 PAGE 106

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 397121

RECORDED IN LIBER 1034 FOLIO 746 ON 3/18/83 (DATE)

1. DEBTOR: Name Michael J And Anne E Lafferty
Address 3124 Blockrock Rd Reisterstown Balt Co. MD 21136

2. SECURED PARTY: Name Commercial Credit Saving & Loan
Address 612 Ritchie Highway Severna Park AA Co. MD 21146

Person And Address To Whom Statement Is To Be Returned If Different From Above.

CHECK FORM OF STATEMENT

<p>A. CONTINUATION.....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. RELEASE.</p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate:</p> <p>PARTIAL RELEASE.....<input type="checkbox"/></p> <p>FULL RELEASE.....<input type="checkbox"/></p>	<p>C. TERMINATION.....<input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>
<p>D. ASSIGNMENT.....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)</p>		<p>E. OTHER.....<input type="checkbox"/></p> <p>(Such as "amendment"; if amendment, both Debtor and Secured Party must sign)</p>

RECORD FEE 10.00
POSTAGE .50
894439 03 5 R02 716/19
JUL 23 85

3. Assignee of Secured Party(ies) from which security information obtainable:

Name Commercial Credit Saving & Loan
Address 612 Ritchie Highway Severna Park MD 21146

Dated 6/6/85

L A Whitesell
(Signature of Secured Party)

L A Whitesell
Type or Print Above Name on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT BALTIMORE COUNTY
1985 JUL 23 PM 4:23
E. AUBREY COLLISON
CLERK

10.50
50

STATE OF MARYLAND

257430

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Beall, Robert F.

Address 365 Rt. 3 N., Millersville, Maryland 21108

2. SECURED PARTY

Name The Chesapeake Supply & Equipment Co.

Address 8366 Washington Blvd., Savage, Maryland 20763

Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Assignee of the Secured Party

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORDED FEE 17.00
POSTAGE 1.50
TOTAL 18.50
JUL 23 1985

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Beall, Robert F.

Robert F. Beall
(Signature of Debtor)

Robert F. Beall
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

The Chesapeake Supply & Equipment Co.

[Signature]
(Signature of Secured Party)

Basil Bradford, V.P.

Type or Print Above Signature on Above Line

RECEIVED IN DEPT. OF COURT & COUNTY CLERK
1985 JUL 23 PM 2:53
E. AUDREY COLLISON
CLERK

17.00
50

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated May 31, 1985, between The Chesapeake Supply & Equipment Co., as Seller/Lessor/Mortgagee and Robert F. Beall, 365 Rt. 3 N., Millersville, Maryland 21108

(Name) (Address)
as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 36,176.04
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 31st day of May, 19 85

The Chesapeake Supply & Equipment (SEAL)
(Seller/Lessor/Mortgagee) Co.
By [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

TO: The Chesapeake Supply & Equipment Co. FROM: Robert F. Beall
8366 Washington Blvd., Savage, MD 20763 365 Rt. 3 N., Millersville, MD 21108

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) Case Crawler Loader, Model 580, S/N 9062414

Table with 2 columns: Description and Amount. (1) TIME SALES PRICE \$ 40,622.47, (2) Less DOWN PAYMENT IN CASH \$ 4,446.43, (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-, (4) CONTRACT PRICE (Time Balance) \$ 36,176.04

The property purchased shall remain personally and not become part of any realty and shall be located and kept for use at: Rt. 3 N., Millersville, Maryland

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty six thousand one hundred seventy six and 04/100***** Dollars (\$ 36,176.04) being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 3rd day of July, 19 85, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 1,004.89 and the final installment being in the amount of \$ 1,004.89

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: May 31, 19 85

Accepted The Chesapeake Supply & Equipment Co. (SEAL)

By: [Signature] (Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

BUYER(S)-MAKERS(S): Robert F. Beall (SEAL)

By: Robert F. Beall (SEAL)

By: [Signature] (Witness)

Signature of Seller (Corporate, Partnership or Trade Name or Individual Signature)

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer, hereinafter named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price, that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. EAC 463 Page No. 446
Identification No. 248131 Dated July 14, 1983

1. Debtor(s) Ben L. Hopping
Name or Names—Print or Type
1179 Tyler Avenue Annapolis Md. 21403
Address—Street No., City - County State Zip Code

2. Secured Party CentraBank
Name or Names—Print or Type
201 N. Charles Street - Baltimore, Md. 21203
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) Mailed to: _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 10.00
POSTAGE .50
#01206 0040 R01 T13:13
JUL 26 85

CENTRABANK formerly Central Savings Bank
Merged with Arlington Federal
Changed the name in 1982 to CENTRABANK

Dated: May 24, 1985
CentraBank
Name of Secured Party
Mary Jo Shue
Signature of Secured Party
Mary Jo Shue, A.V.P.
Type or Print (Include Title if Company)

CB1-137CL (5/83)

Mailed to Secured Party

10.50

FILED
1985 JUL 25 AM 11:16

257100

Identifying File No. #4653

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hardin-Huber, Inc.
Address 7890 Solley Road, Glen Burnie, Md. 21061

2. SECURED PARTY

Name National Surety Leasing, Inc.
Address 672 Greenbriar Lane, Annapolis, Md. 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) Karcher Hot Water High Pressure & Steam Cleaner
Model 580 HDS, Serial Number 16277

Conditional Sales Contract

RECORD FEE 11.00
POSTAGE .50
#01086 C040 R01 T10:14
JUL 26 85

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)
Hardin-Huber, Inc.

X Michael Huber President
(Signature of Debtor)

Michael Huber - President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL SURETY LEASING, INC.

Carole Hardesty
(Signature of Secured Party)

Carole Hardesty
Type or Print Above Signature on Above Line

1905 JUL 26 AM 10:39
EXAUBREY DOLLISON
CLERK

1905 JUL 25 AM 11:17
FILED

Mailed to Secured Party

11.00
50

257407

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 4-24-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name James L. Winde

Address 7615 Ridge Rd; Hanover, MD 21076

2. SECURED PARTY

Name N.J. Richardson & Sons Inc. / Assignee: Kubota Credit Corp., USA

Address 6400 Windsor Mill Road / 4444 Shackleford Road
Baltimore, MD 21207 / Norcross, GA 30093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

L235 DT Kubota tractor S/N 51675
RC60-27 Kubota mower S/N 10955

RECORD FEE 11.00
POSTAGE .50
#01087 C040 R01 T10:15
JUL 26 85

1985 JUL 26 AM 10:39
E. JOHNEY COLLESON
CLERK

M. J. CLERK

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

54900-834312

James L. Winde
(Signature of Debtor)

James L. Winde
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Deborah Sparks
(Signature of Secured Party)

Deborah Sparks
Type or Print Above Signature on Above Line

1985 JUL 25 AM 11:18

FILED

Mailed to Secured Party

11.50

257403

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 5-17-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CLINE J. WARREN
Address 372 SANDBURY ROAD FRIENDSHIP, MD 20758

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.
Address 15410 CHRYSLER DRIVE UPPER MARLBORO, MD 20772

Assignee of Secured Party

Kubota Credit Corp, USA 4444 Shackleford Rd. Norcross, GA 30093
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

- 1 NEW KUBOTA B6200E TRACTOR, SER.#10916.
- 1 NEW FORD 930A2 FINISH MOWER, SER.#YH1278.
- 1 NEW #10 LEINBACH 1 ROW CULTIVATOR.
- 1 NEW AGROTEC 25 GAL SPRAYER.

RECORD FEE 11.00
POSTAGE .50
#01088 0040 R01 T10:15
JUL 26 85

1985 JUL 25 AM 11:19

FILED

M.J. CLERK

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

29820-834633

Cline J. Warren
(Signature of Debtor)

CLINE J. WARREN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Larry E. Groff
(Signature of Secured Party)
GATEWAY FORD TRACTOR, INC.
LARRY E. GROFF, PRESIDENT
Type or Print Above Signature on Above Line

11.50

Anne Arundel
220460479
4/24 A

LIBER - 487 PAGE 115

257409

MARYLAND - UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/30/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Betty Govatos
Address 3367 Harness Creek Road, Annapolis, MD 21403

2. SECURED PARTY

Name John Deere Company, Syracuse
Address 4949 Court Street & Deere Road
Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

John Deere 650 Utility Diesel Tractor - 2 wheel drive, turf tires
SN 015224

John Deere 160 mid mount mower
SN 525318

RECORD FEE 11.00
POSTAGE .50
#01090 C040 R01 T10:17
JUL 26 85

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Betty H Govatos
(Signature of Debtor)

Betty Govatos
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

A.J. Kirsch
(Signature of Secured Party)

A.J. Kirsch, Div. Mgr.

Type or Print Above Signature on Above Line

11.50



FILED

Mailed to Secured Party

1985 JUL 25 AM 11:19

FINANCING STATEMENT

1. Debtor: JOHN HENRY PHILLIPS Address: 139 Haverhill Road
Joppa, MD 21085

Creditor: ROBERT E. TREVILLIAN, JR. Address: 113 1st Avenue, S.E.
and Glen Burnie, Md. 21061
JEAN C. TREVILLIAN

2. Maturity Date of Obligation: May 1, 2004.

3. This Financing Statement covers: all of the assets and property of the insurance business operating under the trade name ROBERT E. TREVILLIAN, JR. INSURANCE, or any name to which said business may be changed to, including all insurance business expirations, policy dalies, expiration records, papers and records incidental to the running of the insurance business, all contract rights or accounts which with any insurance company, and any rights to com-missions or bonuses from any insurance company, whether now owned or here-after from time to time acquired by the Debtor.

4. The aforesaid items are included as security in a Security Agreement dated MAY 22, 1985, 1985, given by Debtor to the Secured Party.

5. The Proceeds of Collateral are covered hereunder.

RECORD FEE 11.00
POSTAGE .50
#01091 C040 R01 710:18
JUL 26 85

WITNESS:

William C. Trevillian

John H. Phillips

DEBTOR

DEBTOR

CREDITOR

CREDITOR

11.00
50



FILED

Mailed to Secured Party

1985 JUL 25 AM 11: 20

10.50

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

June 5 1985

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 226927 in Office of W. Garrett Larrimore, Anne Arundel County
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):

Edward C. and Patricia Schueler
8123 Old Mill Rd.
Pasadena, MD. 21146

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Household Finance Corp.
Secured Party

By *M.D. Hardesty*
Its Branch Office Manager
M.D. Hardesty, Manager

Mailed to: _____

Form 91 MD (3-79)



FILED

1985 JUL 25 AM 11:20

RECORD FEE 10.00
POSTAGE .50
#1092 C040 R01 T10:20
JUL 25 85

FINANCING STATEMENT FORM UC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated May 28, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MJS, INC.
Address Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801

2. SECURED PARTY

Name First Commercial Corporation
Address 200 Sheffield Street, Mountainside, NJ 07092

RECORD FEE 12.00
POSTAGE .50
#01093 0040 R01 T10:21
JUL 26 85

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1976 41' 4" Tartan Fiberglass Ketch Hull #22, O.N. 588025

1976 85 HP Lehman Diesel Engine

First Assignee:
Society For Savings
1290 Silas Deane Highway
Wethersfield, CT 06109

Residence:
Malcolm J. Smiley
8260 Deepwood Blvd.
Mentor, OH 44060

Home Anchorage/Winter: Annapolis, MD

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Malcolm J. Smiley
(Signature of Debtor)
MJS, INC.
Malcolm J. Smiley

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Elizabeth Lafferty Agent
(Signature of Secured Party)

First Commercial Corporation

Type or Print Above Signature on Above Line

M.J. CLERK

FILED

1985 JUL 25 AM 11:21

12.00
50

Anne Arnold Co
6-3-85

257472

LIDER -487 PAGE 119

FINANCING STATEMENT FORM UC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated July 25, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
POSTAGE .50
#01074 0040 R01 T10:22
JUL 26 85

1. DEBTOR

Name LOTITO: Raymond J.
Address 971 Dogwood Tree Drive, Annapolis, MD 21401

2. SECURED PARTY

Name Chesapeake Trawlers, Inc.
Address 2830 Solomons Island Road, Edgewater, MD 21037

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1984 23' Cobalt Fiberglass Hull # FGEC5015M84C
1984 260 HP Mercruiser Gas Engine # 6804455

Mailed to: First Assignee:
First Commercial Corporation
303 Second Street
Annapolis, MD 21403

Home Anchorage/Winter: Annapolis, MD

Second Assignee:
Society For Savings
1290 Silas Deane Highway
Wethersfield, CT 06109

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Raymond J. Lotito
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Chesapeake Trawlers, Inc.
Type or Print Above Signature on Above Line

M.J. CLERK

FILED
1985 JUL 25 AM 11:21

11-50

One Credit Co
6-3-85

257473

LIBER - 487 PAGE 120

PART G-1
Page 1

[] TO BE) [] SUBJECT TO) RECORDING TAX
) RECORDED IN) ON PRINCIPAL
[X] NOT TO BE) LAND RECORDS [X] NOT SUBJECT TO) AMOUNT OF
\$ _____

FINANCING STATEMENT

1. Debtor(s): CHARLES J. CIELLI & SON, Inc.
 Name(s) ANNE HAUNDEL
537 RITCHIE HWY SEVERNA PARK MD 21146
 Address - Street No., City-County, State, Zip Code

2. Secured Party: West Carpenter Associates Limited
 Partnership (the "Partnership")
 c/o Dennis Townsend, General Partner
 502 Washington Avenue
 Suite 650
 Towson, Maryland 21204

3. Assignee: Equitable Bank, National Association
 100 South Charles Street
 Baltimore, Maryland 21201

or

its successors or assigns

RECORD FEE 11.00
POSTAGE 50
#01098 C237 R01 T10:29
JUL 26 85

4. This Financing Statement covers the following types of property: (Describe)

Debtor's limited partnership interest in the Partnership (the "Units"), consisting of the number of Units set forth on the signature page hereof, including all the Debtor's rights and interests pursuant to the Amended and Restated Limited Partnership Agreement and Certificate as it may be amended from time to time; the net profits and net losses of the Partnership and any distributions, of any nature whatsoever to the Debtor by the Partnership; and all proceeds and products thereof.

5. If above described property is to be affixed to real property, describe real property.

6. Proceeds of collateral are covered.

11.50

M.J.
CLERK

FILED
1985 JUL 25 AM 11:22

[] TO BE) [] SUBJECT TO) RECORDING TAX
) RECORDED IN) ON PRINCIPAL
[X] NOT TO BE) LAND RECORDS [X] NOT SUBJECT TO) AMOUNT OF
\$ _____

FINANCING STATEMENT

1. Debtor(s): CHARLES J. CIPELLI
 Name(s) ANNE ARMBELLO
256 PROVIDENCE RD ANNAPOLIS MD 21401
 Address - Street No., City-County, State, Zip Code

2. Secured Party: West Carpenter Associates Limited
 Partnership (the "Partnership")
 c/o Dennis Townsend, General Partner
 502 Washington Avenue
 Suite 650
 Towson, Maryland 21204

3. Assignee: Equitable Bank, National Association
 100 South Charles Street
 Baltimore, Maryland 21201

or

its successors or assigns

RECORD FEE 11.00
POSTAGE .50
#01099 C237 R01 T10:29
JUL 26 85

4. This Financing Statement covers the following types of property: (Describe)

Debtor's limited partnership interest in the Partnership (the "Units"), consisting of the number of Units set forth on the signature page hereof, including all the Debtor's rights and interests pursuant to the Amended and Restated Limited Partnership Agreement and Certificate as it may be amended from time to time; the net profits and net losses of the Partnership and any distributions, of any nature whatsoever to the Debtor by the Partnership; and all proceeds and products thereof.

5. If above described property is to be affixed to real property, describe real property.

6. Proceeds of collateral are covered.

11.50

FILED

M.J.
CLERK

1985 JUL 25 AM 11:22

257475

LIBER - 487 PAGE 124

PART G-1
Page 1

[] TO BE) [] SUBJECT TO) RECORDING TAX
) RECORDED IN) ON PRINCIPAL
[X] NOT TO BE) LAND RECORDS [X] NOT SUBJECT TO) AMOUNT OF
\$ _____

FINANCING STATEMENT

1. Debtor(s): CHARLES J. CIELLI
 Name(s) ANNE AELUNDEL CO.
256 PROVIDENCE RD, ANNAPOLIS, MD 21401
 Address - Street No., City-County, State, Zip Code

2. Secured Party: West Carpenter Associates Limited
 Partnership (the "Partnership")
 c/o Dennis Townsend, General Partner
 502 Washington Avenue
 Suite 650
 Towson, Maryland 21204

3. Assignee: Equitable Bank, National Association
 100 South Charles Street
 Baltimore, Maryland 21201

or

its successors or assigns

RECORD FEE 11.00
POSTAGE .50
#01100 C237 R01 T10:30
JUL 26 95

4. This Financing Statement covers the following types of property: (Describe)

Debtor's limited partnership interest in the Partnership (the "Units"), consisting of the number of Units set forth on the signature page hereof, including all the Debtor's rights and interests pursuant to the Amended and Restated Limited Partnership Agreement and Certificate as it may be amended from time to time; the net profits and net losses of the Partnership and any distributions, of any nature whatsoever to the Debtor by the Partnership; and all proceeds and products thereof.

5. If above described property is to be affixed to real property, describe real property.

6. Proceeds of collateral are covered.

11.50

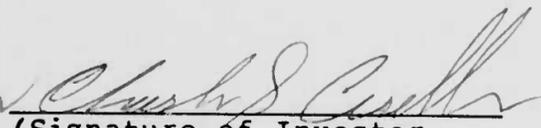
FILED
1995 JUL 25 AM 11:22
M.J. CLERY

7. Products of collateral are covered.

DEBTOR(s):

SECURED PARTY:

West Carpenter Associates
Limited Partnership


(Signature of Investor
Limited Partner)

By: DWT Venture Incorporated,
General Partner

(Signature of Co-Investor
Limited Partner)

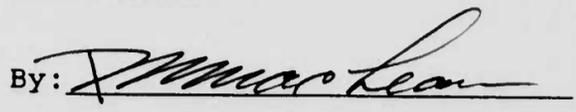
By: 
Name: Donovan M. Mann, Jr.
Title: Vice President
Its Authorized Representative

CHARLES J. CIELLI
Type or Print

Number of Units Purchased 10

ASSIGNEE:

Equitable Bank, National
Association

By: 

Duncan W. MacLean, Vice President
Type or Print

TO THE FILING OFFICER: After this statement has been
recorded, please mail the same to:

Name and Address Margaret R. Roberts, Legal Assistant
Frank, Bernstein, Conaway & Goldman
300 East Lombard Street
Baltimore, Maryland 21202

Mailed to: _____

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) Cunningham Paving Company, Inc P.O. Box 1073 Crownsville, Md. 21054	2 Secured Party(ies) and Address(es) Washington Freightliner, Inc 4100 41st Street Brentwood, Md. 20722	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #01101 0237 R01 T10:31 JUL 26 85														
4 This financing statement covers the following types (or items) of property: <table border="0"> <tr> <td>1985 F/L Ser.# 259873</td> <td>1985 15'R/S Dump Body Ser.# 85176</td> </tr> <tr> <td>" " " " 259874</td> <td>" " " " " " " " 85177</td> </tr> <tr> <td>" " " " 259875</td> <td>" " " " " " " " 85178</td> </tr> <tr> <td>" " " " 259876</td> <td>" " " " " " " " 85179</td> </tr> <tr> <td>" " " " 259877</td> <td>" " " " " " " " 85180</td> </tr> <tr> <td>" " " " 259878</td> <td>" " " " " " " " 85181</td> </tr> <tr> <td>" " " " 259879</td> <td>" " " " " " " " 85182</td> </tr> </table>		1985 F/L Ser.# 259873	1985 15'R/S Dump Body Ser.# 85176	" " " " 259874	" " " " " " " " 85177	" " " " 259875	" " " " " " " " 85178	" " " " 259876	" " " " " " " " 85179	" " " " 259877	" " " " " " " " 85180	" " " " 259878	" " " " " " " " 85181	" " " " 259879	" " " " " " " " 85182	5 Assignee(s) of Secured Party and Address(es) Mercedes Benz Credit Corp 1408 Society Drive Claymont, Del. 19703
1985 F/L Ser.# 259873	1985 15'R/S Dump Body Ser.# 85176															
" " " " 259874	" " " " " " " " 85177															
" " " " 259875	" " " " " " " " 85178															
" " " " 259876	" " " " " " " " 85179															
" " " " 259877	" " " " " " " " 85180															
" " " " 259878	" " " " " " " " 85181															
" " " " 259879	" " " " " " " " 85182															

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented: _____

Filed with: _____

By: [Signature] Signature(s) of Debtor(s)
 Filing Officer Copy-Alphabetical

By: [Signature] Signature(s) of Secured Party(ies)

Mailed to: _____

603469 Rev. 12-80

M.J. CLERK

FILED

1985 JUL 25 AM 11:27

LIBER - 487 PAGE 127

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and Address(es) Cunningham Paving Company, Inc P.O. Box 1073 Crownsville, Md. 21054	2 Secured Party(ies) and Address(es) Washington Freightliner, Inc 4100 41st Street Brentwood, Md. 20722	For Filing Officer (Date, Time, Number, and Filing Office)
4 This financing statement covers the following types (or items) of property: 1985 F/L Ser.# 259880 1985 R/S 15' Dump Body Ser.# 85183 " " " " 259881 " " " " " " " " 85184 " " " " 259882 " " " " " " " " 85185		5 Assignee(s) of Secured Party and Address(es) Mercedes Benz Credit Corp 1408 Society Drive Claymont, Del. 19703

Mailed to:

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with:

By:

11/30 Filing Officer Copy-Alphabetical

Signature(s) of Debtor(s)

By:

Signature(s) of Secured Party(ies)

603469 Rev. 12-80

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 415

Page No. 220

Identification No. 228457

Dated Oct. 1, 1979

1. Debtor(s) { Thaddeus N. Toal
Name or Names—Print or Type
410 Severn Avenue #406 Annapolis, MD 21403
Address—Street No., City - County State Zip Code

2. Secured Party { The Equipment Leasing Co.
Name or Names—Print or Type
Ruxton Towers Box 307 Riderwood Maryland 21139
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50
#01102 0237 R01 T10:33
JUL 26 85

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

1985 JUL 25 AM 11:29
FILED



Mailed to Secured Party

Dated: _____
The Equipment Leasing Co.
Name of Secured Party
Gloria Kaufman
Signature of Secured Party
G. Arnold Kaufman, Vice Pres.
Type or Print (Include Title if Company)

LIDER - 487 PAGE 129

257477

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: (County) 3. Maturity Date (if any):

1. Debtor(s) (Last Name First) and address(es)

Air-Con Sales & Service, Inc.
1200 West St.
Annapolis, MD 21401

(Anne Arundel Co)

2. Secured Party(ies) and address(es)

ConTel Credit Corporation
223 Perimeter Center Parkway
Suite 230
Atlanta, GA 30346

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50

#01103 C237 R01 T10:34
JUL 26 85

4. This financing statement covers the following types (or items) of property:

"Not subject to tax."

One Encore 6/16 Key Service Unit with component parts.

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered; Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Air-Con SALES & Service, Inc.

By:

Signature(s) of Debtor(s)

ConTel Credit Corporation

By:

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.



FILED

Mailed to Secured Party

1985 JUL 25 AM 11:32

11.00
5

LIBER - 487 PAGE 130

Return To!

AVCO FINANCIAL SERVICES
200 HIGH STREET
CHESTERTOWN, MARYLAND 21620
PHONE: (301) 778-0550

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)

Secured Party: **Avco Financial Services**
NAME: **Avco Financial Services**
ADDRESS: **7164 Furnace Branch Rd PO Box**
Glen Burnie Md 21061 997
CITY & STATE:

Mailed to:

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES) Clyde Kelly and Connie		DATE OF THIS FINANCING STATEMENT 3-25-82	
30 Mulberry Ave		ACCOUNT NO.	TAB
Pasadena Marland	21122	23987054	54

Filed with: **Clerk of Court AA County**

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

- (b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
- (c) Other (describe)

1985 JUL 25 AM 11:32

FILED



RECORD FEE 10.00
POSTAGE .50
#01104 C237 R01 T10:35
JUL 26 85

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

(SECURED PARTY)

BY Sharon S. [Signature] Dated: May 8, 1985
TITLE Administrative Assistant

ACKNOWLEDGMENT COPY Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
19-1255 (5-81)

Liber 451 page 259
ID# 243199

10.50

FINANCING STATEMENT
(NOT SUBJECT TO RECORDATION TAX)

FILE NO. _____

This Financing Statement dated 4/29/85 is presented to filing officer for filing pursuant to the Uniform Commercial Code:

1. DEBTOR
Name:

Sullivan's Farm

Address:

P.O. Box 187, Davidsonville, Md. 31035

2. SECURED PARTY
Name:

James O. Young

Address:

3100 Chain Highway
Upper Marlboro Md 20772

3. ASSIGNEE
Name:

SPERRY NEW HOLLAND CREDIT CORPORATION
~~500 NORTH HOSKINS ROAD~~ 500 Diller Ave.
~~PO BOX 33547~~ New Holland, Pa. 17557
~~CHARLOTTE, NC 28233~~

RECORD FEE 11.00
#01105 C237 R01 T10:35
JUL 26 85

4. Maturity date of obligation (if any) _____

5. This Financing Statement covers the following types (of items) of property:

1 - New Holland 488 - Tractor, Cond
Ser # 700263

Garland S. Zang
(SIGNATURE OF DEBTOR)

GARLAND S. ZANG
TYPE OR PRINT SIGNATURE ON ABOVE LINE

(SIGNATURE OF DEBTOR)

TYPE OR PRINT SIGNATURE ON ABOVE LINE

James O. Young
(SIGNATURE OF SECURED PARTY)

JAMES O. YOUNG
TYPE OR PRINT SIGNATURE ON ABOVE LINE

209099 REV. 4/83

MARYLAND

PRINTED IN U.S.A.



Please send receipt to:

Sperry New Holland
Branch 10
500 Diller Ave.
New Holland, Pa 17557

Mailed to: _____

FILED

1985 JUL 25 AM 11:33

11.00

Anne Arundel County

LIBER - 487 PAGE 132
UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.-FORM UCC3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 47376
RECORDED IN LIBER 73 FOLIO 292 ON 9/29/66 (DATE).

1. DEBTOR

Name The Stiller Appliance Company
Address 703 Crain Highway S.E., Glen Burnie, MD 21044

2. SECURED PARTY

Name General Electric Credit Corporation
Address P.O.Box 1096, Columbia, MD 21044

RECORD FEE 10.00

POSTAGE .50

#01106 C237 R01 T10:36

JUL 26 85

P.O.Box 13337, Chesapeake, VA 23325
Person & Address to Whom Statement is to be Returned if Different from Above.

3. MATURITY DATE OF OBLIGATION (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other Amendment <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Amend verbage to read as: <small>All inventory new and used, presently owned and hereafter acquired, together with all proceeds of the sale or other disposition thereof, and all equipment, present and future, used or intended for use in conjunction therewith; and all accounts, contract rights, accounts receivable and general intangibles presently existing and hereafter arising, and all chattel paper covering the property above described together with any such property returned to or repossessed by the Debtor.</small></p> <p>Amend secured party's address to read: P.O.Box 13337, Chesapeake, VA 23325</p>	

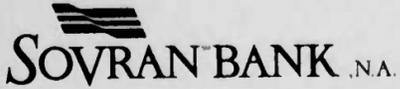
M.J. CLERK

FILED

1985 JUL 25 AM 11:33
Mailed to Secured Party

*AMENDMENTS MUST BE SIGNED BY DEBTOR.
GENERAL ELECTRIC CREDIT CORP.
By: The Stiller Appliance Company
[Signature] Signature of Debtor
By: [Signature] Signature of Secured Party
Dated: 5-24-85

10.00
50



LIBER - 487 PAGE 133
PRINT OR TYPE ALL INFORMATION

FINANCING STATEMENT
257479

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
UCC Div., Box 1197, Richmond, Va. 23209

LOCAL (CLERK OF Anne Arundel, Md.)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

Willshar, Inc. (A North Carolina Corp.)
c/o William J. & Sharon McKenna
3202 Miller Heights Road
Oakton, Virginia 22124

FILED
1985 JUL 25 AM 11:33
M.J. CLERK

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement.
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Sovran Bank, N.A.
801 N. Glebe Road
Arlington, Va. 22203

Name & address of Assignee

RECORD FEE 11.00
POSTAGE .50
#01107 C237 801 710:38
JUL 26 85

Date of maturity if less than five years

Proceeds of collateral are covered
Products of collateral are covered

Description of collateral covered by original financing statement

Assignment of lease By & Between Willshar, Inc. (lessor) and
U.S. Jet Welfare Benefit Plan (lease)

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Mailed to Secured Party

Willshar, Inc.
Signature of Debtor if applicable (Date)

[Signature]
William J. McKenna

N 2-109
R 24-0113 (4/84)

Sovran Bank, N.A.

Signature of Secured Party if applicable (Date)

[Signature] v.p.
David L. Tenary, Vice President

10.00
11.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 5-15-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ACADIA LANDSCAPING (MARTIN BARRY WAYNE)
Address P.O. BOX 219 HANOVER, MARYLAND 21076

2. SECURED PARTY

Name BALDWIN SERVICE CENTER, INC.
Address 41 DEFENSE HIGHWAY ANNAPOLIS, MARYLAND 21401

Assignee of Secured Party →

Kubota Credit Corp, USA 4444 Shackleford Rd. Norcross, GA
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 12.00
POSTAGE .50
#01108 C237 R01 T10:39
JUL 26 85

- 1- New Kubota L235E SN# 12691
- 1- New Kubota RC60-27 SN# 10930

M.J. CLERK

1985 JUL 25 AM 11:34

FILED

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

13400-834530

Mailed to Assignee

Barry Wayne Martin
(Signature of Debtor)

Barry Wayne Martin
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]

(Signature of Secured Party)

Jose H. Fink

Type or Print Above Signature on Above Line

12.00
12.50

257481

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 5-15-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kevin Ridgley
Address 349 Edgewater Rd. PASADENA, MD. 21122

2. SECURED PARTY

Name N. J. Richardson & Sons Inc. / Assignee of Secured Party / Kubota Credit Corp, USA
Address 4400 Windsor Mill Road / 4444 Shackelford Road / Baltimore, MD 21207 / Norcross, Georgia 30093
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 Kubota L2250DT - 1 TRACTOR # 50270
1 Kubota BF400G LOADER # 10264

RECORD FEE 1.10
POSTAGE .50
#01109 C237 R01 T10:40
JUL 26 85

1985 JUL 25 AM 11:34

FILED

M. J. CLERK

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

54900-834623

Mailed to Assignee

Kevin Ridgley
(Signature of Debtor)

Kevin Ridgley
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Deborah Sparks
(Signature of Secured Party)

Deborah Sparks
Type or Print Above Signature on Above Line

10.00
50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253529

RECORDED IN LIBER 477 FOLIO 118 ON AUG. 22, 1984 (DATE)

1. DEBTOR

Name DENNIS L SAMS AND LINDA SAMS
Address 1205 GWYNNE AVE, CHURCHTON MD 20733

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING, INC
Address 2020 D WEST ST ANNAPOLIS, MD, 21404

RECORD FEE 10.00
POSTAGE .50
#01110 0237 R01 T10:4.1
JUL 26 85

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Dated 05/22/85

Glenn F. Focht
(Signature of Secured Party)

GLENN F FOCHT
Type or Print Above Name on Above Line



10.00
50

FILED

Mailed to Secured Party

1985 JUL 25 AM 11:36

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
(To Be Recorded Among The Financing Statement Records)

FINANCING STATEMENT

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Names and Address of Debtors.

LIBER - 487 PAGE 137

Mr. Paul R. Golkin
Ms. Penelope J. Golkin
36 Shadow Point Court
Edgewater, Maryland 21037

257484

2. Name and Address of Secured Party.

EQUITABLE BANK, NATIONAL ASSOCIATION
100 South Charles Street
Baltimore, Maryland 21201
Attention: James R. Berens
Vice President

RECORD FEE 12.00
POSTAGE .50
#00538 C040 R01 T15:21
JUL 22 85

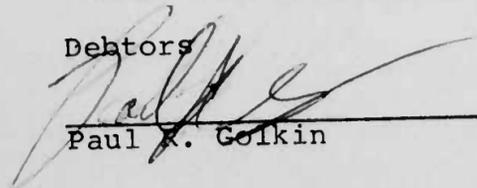
3. This Financing Statement covers all of the following property of either or both of the Debtors:

A. Partnership Interests. All of the right, title and partnership interest of either or both of the Debtors in and to Potomac Ridge Partnership, a Maryland general partnership, and Golkin-Ginsberg Joint Venture, a Maryland general partnership (each a "Partnership" and collectively the "Partnerships"), including, without limiting the generality of the foregoing, all rights of either or both of the Debtors to now or hereafter receive from each of the Partnerships (i) any income or profits, (ii) any distribution of operating income or partnership property, (iii) any income from the contributions of either or both of the Debtors, (iv) any monies or other proceeds of sale or other disposition of all or any of the assets or property of each such Partnership, and (v) all other proceeds, monies or property due or to become due to which either or both of the Debtors are or may hereafter be entitled from each such Partnership.

B. Monies Due by Golkin Enterprises, Inc. All monies due and to become due to either or both of the Debtors by Golkin Enterprises, Inc., a Maryland corporation, and all now existing and hereafter created accounts, instruments and contractual rights of either or both of the Debtors evidencing or arising by reason of any or all such monies, together with all cash and non-cash proceeds thereof.

4. The Debtors certify that the underlying transaction is exempt from Maryland Recordation Tax.

Debtors



Paul R. Golkin (SEAL)



Penelope J. Golkin (SEAL)

Mr. Clerk, please return to: Joseph W. Janssens, Jr., Esquire
Miles & Stockbridge, 10 Light
Street, Suite 1900, Baltimore,
Maryland 21202

Mailed to: _____

48JJ (m)

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY

1985 JUL 22 PM 3:24

E. AUBREY COLLISON
CLERK

1204

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

"Conditional Sales Contract Exempt from Recordation Tax"
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Metcalfe & Wright Co.

Address 3531 Jamestown Road, Davidsonville, MD 21035

2. SECURED PARTY

Name Lanier Business Products Inc.

Address 1700 Chantilly Drive NE, Atlanta, GA 30324

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- (1) 3M model 576 AG copier Serial #312431
- (1) 20 Bin Sorter with Stapler Serial #201170
*and any and all other related items

RECORD FEE 10.50
8/23/85 10:05
TUL 29 85

Schedule #016777

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Mailed to Secured Party

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

J. A. Dexter Attorney-in-Fact
(Signature of Debtor)

Metcalfe & Wright Co.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Lanier Business Products Inc.
Type or Print Above Signature on Above Line

Mailed to Secured Party

1985 JUL 26 PM 12:30

FILED

10.50



LIBER - 487 PAGE 140

PRINT OR TYPE ALL INFORMATION

FINANCING STATEMENT

257101

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
UCC Div., Box 1197, Richmond, Va. 23209

LOCAL (CLERK OF The Circuit Court)
Church Circle
Annapolis, Md. 21404

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

Douglas A. Dixon
Gina Leigh Dixon
811 Enderby Drive
Alexandria, Va. 22302

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement.
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OR COLLATERAL
- TERMINATION

RECORD FEE 12.00
POSTAGE .50

198509 0237 R02 T10:08

JUL 29 85

Name & address of Secured Party

Sovran Bank, N. A.
6315 Backlick Rd.
Springfield, Va. 22150

Name & address of Assignee

Date of maturity if less than five years

Proceeds of collateral are covered
Products of collateral are covered

Description of collateral covered by original financing statement

1985 Nickels Lightning Racing Sailboat, 19 Ft., Hull #14019

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Mailed to Secured Party

Signature of Debtor if applicable (Date)

Douglas A. Dixon 5-16-85
Gina Leigh Dixon 5-16-85

Signature of Secured Party if applicable (Date)

Elaine H. S... Assistant Manager 1508000
5-16-85

12-109 (1/84)
84-0113 (1/84)

Mailed to Secured Party

White-Original • Canary-Acknowledgement Copy • Pink-Bank Copy

1985 JUL 26 PM 12:32

12.50

FILED

112.2

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address Fayette & St. Paul Streets, Box 116
Baltimore, MD 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated January 29, 1985, schedule 07, dated May 14, 1985 between Assignor as Lessor and STV ENGINEERS, INC. as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5/17/85, between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

RECORD FEE 11.00
POSTAGE .50
#46910 0237 002 110:10
JUL 29 85

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

John J. Stammerro, Sr.
(Signature of Secured Party)

John J. Stammerro, Sr. V.P.

Type or Print Above Signature on Above Line

Filed with Anne Arundel County.

Mailed to Secured Party

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

FILED

1985 JUL 26 PM 12:34

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
1	PC-PK8 included is 1 PC-PM 101, 1 PC-XC3-2, 1 PC-PM004 and 1 PC-AS002-2.
2	PC-PK5 included is 2 PC-S2-2, 2 PC-PM-101, 2 PC-PM-004 and 2 PC-AS002-2.
3	PC-PM 002
3	PC-SS020-1
3	690-0119 Wang PC Dust Covers.
3	8087-2 Math CO Processor Chip
1	BOX Wang DC-DD-Disketts
3	FX-100 Printers
3	POP COM 212A
3	MC-256S
1	Lotus 1-2-3
1	Printer Covers
3	Net Worx Surge Protectors
3	

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: _____

TITLE: _____

S.I.V.P.

TRANS-AMERICAN LEASING CORPORATION

BY: _____

TITLE: _____

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address Fayette & St. Paul Streets, Box 116
Baltimore, MD 21203

RECORD FEE 11.00

POSTAGE .50

498911 0237 102 110:10

JUL 29 85

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated January 29, 1985, schedule 06 dated April 2, 1985, between Assignor as Lessor and STV ENGINEERS, INC. as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee, to Assignee per a Non-Recourse Assignment of Rents dated 5/17/85 between Assignor and Assignee:

- 1 (one) Canon Copier S/N QM005356 w/Automatic Feed S/N YG083839, 15 bin sorter S/N JT006002, 2000 Sheet deck S/N JJ004381 and 2 Color Developer Units.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

John J. Stammerro, Sr.
(Signature of Secured Party)

John J. Stammerro, Sr. V.P.

Type or Print Above Signature on Above Line

Filed with Anne Arundel County.

Mailed to Secured Party

MP
FILED
1985 JUL 26 PM 12:35

11.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address Fayette & St. Paul Streets, Box 116
Baltimore, MD 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated January 29, 1985, schedule 05 dated April 11, 1985, between Assignor as Lessor and STV ENGINEERS, INC. as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee, to Assignee per a Non-Recourse Assignment of Rents dated 5/17/85 between Assignor and Assignee:

- 4 (four) M4115B TEK Terminals
- 4 (four) TEK 11" X 11" Tablets

RECORD FEE 11.00
POSTAGE .50

496912 0237 R02 T10:11

JUL 29 85

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

John J. Stammerro, Sr.
(Signature of Secured Party)

John J. Stammerro, Sr. V.P.

Type or Print Above Signature on Above Line

Filed with Anne Arundel County.

FILED

1985 JUL 26 PM 12:35

Mailed to Secured Party

11.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address Fayette & St. Paul Streets, Box 116

Baltimore, MD 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated January 29, 1985, schedule 04 dated April 2, 1985, between Assignor as Lessor and STV ENGINEERS, INC. as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee, to Assignee per a Non-Recourse Assignment of Rents dated 5/17/85 between Assignor and Assignee:

- 1 (one) WANG PC w/256K S/N VZ4469 RAM & 2-360K Disc
- 1 (one) Monitor Adapter S/N AA080964 1 (one) Survey system 1. 1 for WANG PC & EPSON FX
- 1 (one) Monochrome Monitor S/N VU2664 1 (one) Data Collector Software for TOPCON FC-1
- 1 (one) EPSON Wide Carriage Printer FX-100 S/N 119089
- 1 (one) Parallel Printer Cable 1 (one) TOPCON Data Collector S/N G80534

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

[Signature]
(Signature of Secured Party)

John J. Stammerro, Sr. V.P.
Type or Print Above Signature on Above Line

Filed with Anne Arundel County.

RECORD FEE 11.00
POSTAGE .50
446913 (237 R02) 710:11
JUL 29 85

FILED

Mailed to Secured Party

1985 JUL 26 PM 12:35

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste.200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address Fayette & St. Paul Streets, Box 116
Baltimore, MD 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated January 29, 1985, schedule 02 dated March 25, 1985, between Assignor as Lessor and STV ENGINEERS, INC. as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee, to Assignee per a Non-Recourse Assignment of Rents dated 5/17/85 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Salvo III
(Signature of Debtor)

Frank J. Salvo III, Exec. V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

John J. Stammerro
(Signature of Secured Party)

John J. Stammerro, Sr. V.P.
Type or Print Above Signature on Above Line

Filed with Anne Arundel County.

FILED

Mailed to Secured Party

JUL 26 PM 12:35

RECORD FEE 11.00
POSTAGE .50
#R4914 0237 P02 T10:12
JUL 29 85

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
1	A2 Key Telephone System
1	26 Line KSU (2-385C Panels, Power Supply and Tub) S/N 12434350
14	C/O Line Cards
1	2835 10 Button Set W/BLF
3	Voice Express 41
2	Key Strips for V.E. 41
21	2500 Single Line Sets W/TAP
5	Key Legs
1	Head Set for 2835 10-Button Set
1	2564 6-Button Set
2	Ceiling Mount Speakers
1	10-WATT TOA AMP
1	L-01S Page Input
1	V-9920A STA. Level Page Adapt. for CENTREX

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: [Signature]TITLE: Sr. V.P.

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]TITLE: [Signature]

Mailed to Secured Party

STATE OF MARYLAND

257403

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy. Glen Burnie, Md 21061

2. SECURED PARTY

Name Baltimore Federal Financial FSA
Address Fayette & St. Paul Sts.
P.O. Box 116, Baltimore, MD 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial FSA of certain lease payments under a certain True Lease Assignment dated January 29, 1985, schedule 01 dated March 19, 1985, between Assignor as Lessor and STV ENGINEERS, INC. as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee, to Assignee per a Non-REcourse Assignment of Rents dated 5-17-85 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

RECORD FEE 11.00
POSTAGE .50

REAR 0237 R02 T10:12

JUL 29 85

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL FSA

John J. Stamerro V. P.
(Signature of Secured Party)

John J. Stamerro V. P.
Type or Print Above Signature on Above Line

Filed with Anne Arundel County

FILED

Mailed to Secured Party

1985 JUL 26 PM 12:35

LIDER - 487 PAGE 149
EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	MMW2-2MB Two MB Memory Inter.
1	4477F Third 315MB Disk Drive Unit #4240, HDA #452058
1	7651F FCC Option Bay Cabinet
1	KIT7593 KIT, Disk CBL Expansion
1	PT200P-US Monitor w/Green PHOS S/N 843500971
1	PT200-GM Graphics Module
2	ATQPRMKIT 95K Upgrade kit
1	INDK2 Install Fee Free STD Disk
1	PGT4115-05 TEK M4115B W/OPT 10 S/N B012017
1	PR4957 TEK 11" X 11" Tablet
1	5154 High Perf. 16 Line AMLC, FCC
1	7041F Primenet Node Controller
1	7041 Primenet Node Controller
1	8440-P Primenet License
2	CBL3533 PNC Cable - 50 ft.
3	INCM1 Install Fee COMM UG
16	CBL6124 10 Meter (32FT) ASYNC CBL
1	SPL91828 A-NET Software Package
1	Minolta Reader Printer 405E S/N 10025
1	Minolta Roll Carrier II S/N 10002
1	Minolta Lens 8X S/N 10316
1	Cabinet Stand for 405E S/N 10011
1	Minolta Reader Printer 407E S/N 10026
1	Fiche Carrier II S/N 10005
1	Minolta Lens 10X S/N 10315
1	Minolta Lens 46X S/N 10328
1	Cabinet Stand for 407E S/N 10012

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: _____

TITLE: _____

TRANS-AMERICAN LEASING CORPORATION

BY: Frank James

TITLE: _____

Mailed to Secured Party

TO BE
 NOT TO BE
 } RECORDED IN LAND RECORDS

 SUBJECT TO
 NOT SUBJECT TO
 } RECORDING TAX ON PRINCIPAL AMOUNT OF _____

FINANCING STATEMENT

1. Debtor(s):

Stocketts Excavating & Hauling, Inc.
 Name or Names—Print or Type
1174 W. Central Ave., Davidsonville, Md. 21035
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

2. Secured Party:

John Deere Industrial Equipment Company
 Name or Names—Print or Type
400 19th Street Moline, Ill. 61265
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

One (1) John Deere Model 790 Excavator S/N 3215

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): _____ SECURED PARTY: _____

(Signature of Debtor)

Stocketts Excavating & Hauling, Inc. John Deere Industrial Equipment Co.
Type or Print (Company, if applicable)

BY: David C. Stockett Title: President BY: _____ Title: _____
(Signature of Debtor) (Signature of Secured Party)

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address John Deere Industrial Equipment Company
400 19th Street , Moline, Ill 61265

FILED Mailed to secured party

1200

1985 JUL 26 PM 12:36

50 62 101

97:011 204 1223 916944

12.00

FINANCING STATEMENT FORM UCC-1

Identifying File No. #4656

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Watt, James B. & Vicki T/A The Haunted Bookshop
Address 185 Main Street, Annapolis, Maryland 21401

2. SECURED PARTY

Name National Surety Leasing, Inc.
Address 672 Greenbriar Lane, Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- One (1) Panasonic FP-3010R Copier, Serial Number FDB 3005118
One (1) Panasonic FA-S 300 Sorter, Serial Number FDZ 5003100
One (1) Panasonic FA-A 300 Automatic Document Feed, Serial Number GDZ 1006375
One (1) Panasonic Copier Stand

RECORD FEE 13.00

POSTAGE .50

496917 0237 R02 110:18 JUL 29 95

Conditional Sales Contract

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Mailed to Secured Party

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

James B. & Vicki Watt T/A The Haunted Bookshop

(Signature of Debtor)

James B. Watt - Partner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL SURETY LEASING, INC.

(Signature of Secured Party)

Carole Hardesty

Type or Print Above Signature on Above Line

Mailed to Secured Party

1995 JUL 26 PM 1:00

FILED

13.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. #4655

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name King Jr., Elmer C. T/A John Hancock Company
Address 411 Telegraph Road, Odenton, Maryland 21113

2. SECURED PARTY

Name National Surety Leasing, Inc.
Address 672 Greenbriar Lane, Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One (1) Sharp SF-755 Copier
Serial Number 36200246

Conditional Sales Contract

RECORD FEE 12.00
POSTAGE .50

#96918 0237 R02 T10:19
JUL 29 85

1985 JUL 26 PM 1:00

FILED

Mailed to Secured Party

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Elmer C. King, Jr. T/A John Hancock Company

Signature of Debtor

Elmer C. King, Jr./Owner

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL SURETY LEASING, INC.

Signature of Secured Party

Carole Hardesty

Type or Print Above Signature on Above Line

Mailed to Secured Party

12.50

RECORD FEE 10.00
POSTAGE .50
#96919 0237 102 110120
JUL 29 85

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

JUNE 11 1985

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated.

Description of FINANCING STATEMENT hereby terminated:

File No. 240857 in Office of W. GARRETT LARRIMORE, AA, CO., MD.
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):

MICHAEL T & LINDA M PELLICANO
102 FRIENDSHIP RD.
FRIENDSHIP, MD. 20785

LIBER 445 PAGE 67

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party.

HOUSEHOLD FINANCE CORPORATION
RIVERDALE PLAZA SHOPPING CENTER
RIVERDALE, MD 20737

Mailed to:

351 RIVERDALE ROAD
RIVERDALE, MD 20737

By: *[Signature]*
Branch Office Manager

FILED

1985 JUL 26 PM 1:01

10.850

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don't tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Thomas, Melvin C., Sr. &
Thomas, Dorothy A. T/A Thomas Services
Address 1355 Baltimore Annapolis Blvd., Arnold, Maryland 21401

2. SECURED PARTY

Name Jim Uhler Equipment Sales
Address Rt. 91 & 140, Finksburg, Maryland 21048
Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Assignee of the Secured Party

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Thomas, Melvin C., Sr. &
Thomas, Dorothy A. T/A Thomas Services

Melvin C. Thomas Sr.
(Signature of Debtor)
Type or Print Above Name on Above Line

Dorothy A. Thomas
(Signature of Debtor)
Melvin C. Thomas, Sr.

Type or Print Above Signature on Above Line
Dorothy A. Thomas

Jim Uhler Equipment Sales

James Uhler
(Signature of Secured Party)

James Uhler, President
Type or Print Above Signature on Above Line

RECORD FEE 19.00
POSTAGE .50

#05920 (237 102 710:21

JUL 29 85

19.00
19.50

FILED

1985 JUL 26 PM 1:02

FILED

1985 JUL 26 PM 1:02

Mailed to Assignee

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated June 8, 1985, as Seller/Lessor/Mortgagee

between Jim Uhler Equipment Sales (Name) and Melvin C. Thomas, Sr. & Dorothy A. Thomas (Name) T/A Thomas Services, 1355 Baltimore Annapolis Blvd., Arnold, MD 21401 (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmaturred installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 12,673.80 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 8th day of June, 1985

Jim Uhler Equipment Sales (SEAL)
(Seller/Lessor/Mortgagee)
By James M. Uhler

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE Melvin C. Thomas Sr., &

TO: Jim Uhler Equipment Sales ("Seller")
Rt. 91 & 140, Finksburg, MD 21048
(Address of Seller)

FROM: Dorothy A. Thomas T/A Thomas Services ("Buyer")
1355 Baltimore Annapolis Blvd., Arnold, MD 21401
(Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) 1985 Eager Beaver 20 ton Tag-a-long Trailer Model 20HA, S/N 1120HA204FT 200353

(1) CASH SALE PRICE includes payoff.....	\$ 12,200.00
(2) DOWN PAYMENT in Cash	\$ -0-
(3) DOWN PAYMENT in Goods* (Trade-in Allowance)	\$ 2,000.00
(4) UNPAID BALANCE [Items (1)-(2)-(3)]	\$ 10,200.00
(5) INSURANCE and other Benefits	\$ -0-
Types of coverage and benefits	
(6) OFFICIAL or DOCUMENTARY FEES	\$ 100.00
Describe and Itemize	
(7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)]	\$ 10,300.00
(8) FINANCE CHARGE (Time Price Differential)	\$ 2,373.80
(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)]	\$ 12,673.80
(10) TIME SALES PRICE [Items (2)+(3)+(9)]	\$ 14,673.80

* Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:
1355 Baltimore Annapolis Blvd., Arnold, Anne Arundel, Maryland
(Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Twelve thousand six hundred seventy three and 80/100 ***** Dollars (\$ 12,673.80)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 10th day of July, 19 85, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 352.05 and the final installment being in the amount of \$ 352.05

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE
CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: June 8, 19 85

BUYER(S)-MAKER(S): Melvin C. Thomas, Sr. &

Accepted: Jim Uhler Equipment Sales (SEAL)
(Print Name of Seller Here)

Dorothy A. Thomas T/A Thomas Services (SEAL)
(Print Name of Buyer-Maker Here)

By: [Signature]
(Witness as to Buyer's and Co-Maker's Signature)

By: [Signature]
Co-Buyer-Maker: _____ (SEAL)

By: [Signature]
(Witness as to Buyer's and Co-Maker's Signature)

By: [Signature]
(Print Name of Co-Buyer-Maker Here)

This instrument prepared by _____

It is of the essence of this contract note, if Buyer fails to pay any amount when due, or defaults in the prompt and correct performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer and any guarantor signing below hereby designate and appoint Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York or either of them, as their true and lawful attorney-in-fact and agent for them and in their name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify them at their address shown herein, or their last address known to Holder, by certified mail, within three days of such service having been effected, and such parties hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provisions effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper use and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller
 By: _____ (Signature: Title of Officer, "Partner" or "Proprietor")

Mailed to Assignee

LIBER - 487 PAGE 158

RECORD FEE 10.00
#14921 1237 NOV 11 10:23
JUL 29 85

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3 Maturity date (if any):

<p>1 Debtor(s) (Last Name First) and address(es)</p> <p>Reliable Contracting Co Inc 1 Church View Road Millersville, MD 21108</p>	<p>2 Secured Party(ies) and address(es)</p> <p>Chandler Leasing Corporation 105 W. Adams St Chicago, IL 60603</p>	<p>For Filing Officer (Date, Time, Number, and Filing Office)</p>
<p>4 This statement refers to original Financing Statement No. Liber 429pg194 #234316 Dated _____, 19____ Date filed: 9/11/80, 19____ Filed with County Clk MD</p>		
<p>5 <input checked="" type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6 <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7 <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8 <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9 <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.</p>		

R/N 014505

.....
Signature of Debtor if an Amendment

..... Chandler Leasing Corporation

Dated:, 19.....

By: *Mini Brigary*
Signature(s) of Secured Party(ies)

10.00

(1) FILING OFFICER COPY - ALPHABETICAL

UCC - 3 MODERN LAW FORMS CHICAGO (312) 640-1688

FILED
1985 JUL 26 PM 1:03
Mailed to Secured Party

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

..... June 12, 1985.

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 211245..... in Office of Anne Arundel..... (County and State)
(Filing Office)

Debtor or Debtors (name and Address):

Ronald E & Phrizilla Thompson
8025B Dodd
Ft Meade MD 20755

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Household Finance Coporation
9626 Ft Meade Rd. Laurel MD 20707

Mailed to: Secured Party

By *D. E. Easton*
Its Branch Office Manager

Form 91 MD (3-79)

RECORD FEE 10.00
POSTAGE .50
#989922 2237 R02 T10:24
JUL 29 85

10.00

FILED
1985 JUL 26 PM 1:03

LIBER - 487 PAGE 160

RECORD FEE 11.00
POSTAGE .50

#98923 0237 102 110326

JUL 29 85

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Old Howard Corp. 220 So. State St. Dover, Del 226224		2. Secured Party(ies) and address(es) Midlantic National Bank 2 Broad St. Bloomfield, N.J. 07003	3. Maturity date (if any): <u>Anne Arundel</u> For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u># 235563 Liber 431 Folio 499</u> Filed with <u>Anne Arundel Cnty</u> Date Filed <u>11/24/80</u> 19 <u>80</u>			
5. <input checked="" type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.			
6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.			
7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.			
8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.			
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.			
10.			

Continuation of original UCC I Filing.

No. of additional Sheets presented:

11. ⁰⁰/₅₀

Midlantic National Bank

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Robert J. Meek
Signature(s) of Secured Party(ies)

Robert J. Meek, AC

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

Mailed to Secured Party

MP
FILED
1985 JUL 26 PM 1:04

filed with County

STATE OF MARYLAND

LIBER - 487 PAGE 161

FINANCING STATEMENT FORM UCC-1

Identifying File No. 257503

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated May 28, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR/Buyer

Name Anne Arundel County, Maryland

Address Arundel Center, Calvert & Northwest Streets, Annapolis, Maryland 21404

2. SECURED PARTY/Seller

Name Sovran Leasing Corporation

Address P. O. Box 8765, Richmond, Virginia 23226

Attention: Susan Ladd

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list) #95010

Various computer equipment, supplied by ITT Courier Terminal Systems, as described on the Schedule of Equipment, which is attached hereto and made a permanent part hereof.

RECORD FEE 11.00

#76924 0237 R02 T10+2B

JUL 29 05

1985 JUL 26 PM 1:05

FILED

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

Mailed to Secured Party

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ANNE ARUNDEL COUNTY, MARYLAND

By: Adrian G. Teel
(Signature of Debtor/Buyer)

Adrian G. Teel, Dir. of Administra.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

11.00

APPROVED FOR FORM AND LEGAL SUFFICIENCY. COUNTY SOLICITOR ANNE ARUNDEL COUNTY, MARYLAND

By: [Signature] 6/4/85
OFFICE OF LAW DATE

SOVRAN LEASING CORPORATION

By: William N. Smith, Jr.
(Signature of Secured Party/Seller)

William N. Smith, Jr. SVP

Type or Print Above Signature on Above Line

This Schedule of Equipment is hereby made a part of Conditional Sales Contract # 95010 dated May 28, 1985 between SOVRAN LEASING CORPORATION and ANNE ARUNDEL COUNTY, MARYLAND.

Equipment Supplied by ITT Courier Terminal Systems:

QUANTITY	EQUIPMENT DESCRIPTION	SERIAL NUMBER
One (1)	9440 Local Controller with 94410 Device Adapter	
Two (2)	94310 8 port C270 Device Adapter	
One (1)	94300 8 port 9000. Device Adapter	
Seven (7)	1700 Green Display with Keyboard	
Nine (9)	1900 Color Display with Keyboard	
Two (2)	9230 Green Display with Keyboard	
One (1)	9232 Amber Display with Keyboard	
Three (3)	9301 120 CPS Printer	
Two (2)	94320 Extended Terminal Multiplexor	

ANNE ARUNDEL COUNTY, MARYLAND

By: Adrian G. Teel
Adrian G. Teel

Title: Director of Administration

Date: May 28, 1985

APPROVED FOR FORM AND
LEGAL SUFFICIENCY.
COUNTY SOLICITOR
ANNE ARUNDEL COUNTY, MARYLAND

BY [Signature] 6/4/85
OFFICE OF THE COUNTY SOLICITOR DATE

Mailed to Secured Party

RECORD FEE 11.00

POSTAGE .50

#26925 0237 102 110:29
JUL 29 85

LIBER - 487 PAGE 163

257501

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Carousel Ceramics Inc. 231 Mountain Rd. Pasadena, Md. 21122	2. Secured Party(ies) and address(es) Mid Atlantic Financial Services Corp. P. O. Box 8424 Cherry Hill, N.J. 08002	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: Toshiba 4121 Copier S/N # 513569 THIS IS A CONDITIONAL SALE, THEREFORE, NO RECORDATION TAX DUE.		5. Assignee(s) of Secured Party and Address(es) National Bank Of Boyertown P.O. Box 547 Boyertown, Pa. 19512

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: 2

Carousal Ceramics Inc.	Mid Atlantic Financial Services Corp.
By: <u>Diana L. Wisney</u> Signature(s) of Debtor(s) Treas.	By: <u>Ronald W. Patten</u> <u>President</u> Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical **STANDARD FORM - FORM UCC-1.**

11.00
/50

Mailed to Assignee

FILED

1985 JUL 26 PM 1:07

60m

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Larry R. Ringer and Gail S. Ringer
Address U.S. Naval Academy Golf Club, Annapolis, MD 21402

2. SECURED PARTY

Name Eastern Golf Car, Inc.
Address 10302 Southard Drive, Beltsville, MD 20705

~~Litton Industries Credit Corp., 425 Post Road, Fairfield, CT 06430~~
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Schedule "A" attached hereto and made a part hereof.

RECORD FEE 12.00
POSTAGE .50
#90026 0237 002 110:30
JUL 29 85

CK#3007

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

x Larry R. Ringer
(Signature of Debtor)

LARRY R. RINGER
Type or Print Above Name on Above Line

x Gail S. Ringer
(Signature of Debtor)

GAIL S. RINGER
Type or Print Above Signature on Above Line

Eastern Golf Car Inc.

Marie S. Shoap, Secretary
(Signature of Secured Party)

MARIE S. SHOAP
Type or Print Above Signature on Above Line

12.50

Mailed to Secured Party

MP
FILED

1985 JUL 26 PM 1:00

LIDER - 487 PAGE 165
SCHEDULE "A"

This Schedule "A" is made a part of that Master Equipment Lease Agreement and Equipment Schedule No. 1, dated 5-10-85, 1985

Forty (40) new Yamaha electric golf cars

J36-000214	J36-000322
219	323
232	324
233	325
235	326
236	328
241	331
243	332
245	334
248	335
250	336
258	337
307	339
308	340
310	342
311	343
312	344
316	345
319	346
320	
239	

LESSOR: Eastern Golf Car, Inc.

By: Mary S. Shoap

Title: Secretary

Date: 5/10/85

LESSEE: Larry R. Ringer and Gail S. Ringer

By: Larry R. Ringer & Gail S. Ringer

Title: OWNER & Gail S. Ringer

Date: 5/10/85

Mailed to Secured Party

FINANCING STATEMENT

LIBER - 487 PAGE 166

1. To be recorded in the Land Records.

2. To be recorded among the Financing Statement Records. Anne Arundel County

257506

3. Not subject to Recordation Tax.

4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 9,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

Anne Arundel County

5. Debtor(s) Name(s)

Address(es)

Delta Air Conditioning, Inc.

West Maple Road, Linthicum, MD. 21090

RECORD FEE 11.00
RECORD TAX 63.00
MORTGAGE .50

6. Secured Party

Address

First Federal Savings & Loan Association of Annapolis

2024 West Street, Annapolis, MD 21401

Attention: Christal Messett, Loan Clerk
(Type name & Title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are:

Debtors Delta Air Conditioning, Inc.

BY: G. Boyd Hook (Seal) _____ (Seal)
G. Boyd Hook, President

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis, _____ officer and at the address set forth in paragraph 6 above.

11.00
63.50
2-2820 (3/85)

FILED

Mailed to Secured Party

1985 JUL 26 PM 1:14

Mailed to Secured Party

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cardinal Industries, Inc.
Address 2040 S. Hamilton Columbus, OH 43227

2. SECURED PARTY

Name U.S. Lease Management Corporation
Address 733 Front St. San Francisco, CA 94111
Attn: L. Moulin, MS 55
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Herman Miller Office Furniture

~~Please see attached Exhibit A for equipment~~ leased or to be leased under that certain lease dated May 15, 1985 and all accessions and attachments thereto and all replacements of and substitution therefore, and proceeds thereof, without power of sale.

Location: 333 S. Hammonds Ferry Rd.
Glen Burnie, MD 21061

USLMC Schedule No. ~~029996~~ 029996

RECORD FEE 11.00
POSTAGE .50
#05920 0237 R02 T10433
JUL 29 85

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)
John F McKay V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)
John P. Settano
Type or Print Above Signature on Above Line

11.00/5
1985 JUL 26 PM 1:15
mp
FILED

Mailed to Secured Party

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated May 25, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SMITH, Daniel A. & Barbara A.
Address 3300 Estelle Terrace, Silver Spring, MD 20906

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 303 Second Street
Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1984 25' Chris Craft fiberglass hull #CCHEK073M84J
1984 228 HP Mercruiser gas engine #6811650

ASSIGNEE:
SOCIETY FOR SAVINGS
1290 Silas Deane Highway
Wethersfield, CT 06109

Home anchorage/winter: Edgewater, MD

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Daniel A. Smith
(Signature of Debtor)

DANIEL A. SMITH

Type or Print Above Name on Above Line

Barbara A. Smith
(Signature of Debtor)

BARBARA A. SMITH

Type or Print Above Signature on Above Line

Mary V. Madhugan, agent
(Signature of Secured Party)

FIRST COMMERCIAL CORPORATION

Type or Print Above Signature on Above Line

RECORD FEE 12.00
POSTAGE .50

896929 0277 102 110:34

JUL 29 85

12.00
50

FILED

Mailed to Secured Party

One Credit Co
6-3-85

1985 JUL 26 PM 1:16

FINANCING STATEMENT FORM UC-31

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 4-12-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WORKMAN, Dennis C.

Address 65 Franklin Street, Annapolis, MD 21401

2. SECURED PARTY

Name CHESAPEAKE TRAWLERS, INC.

Address 2830 Solomons Island Road

Edgewater, MD 21037

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity Date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

- 1984 23' Cobalt fiberglass hull #FGECD027A585
- 1988 260 HP Mercruiser gas engine #A367342
- 1985 EzyLoader trailer #6.OMT4250

ASSIGNEE
First Commercial Corporation
303 Second Street
Annapolis, Md.

Elizabeth Jeffery /Agent

SOCIETY FOR SAVINGS
1290 Silas Deane Highway
Wethersfield, CT 06109

Home anchorage/winter: Annapolis, MD

NOT SUBJECT TO STATE DOCUMENTARY STAMP

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Dennis C. Workman
(Signature of Debtor)

Type or Print Above Name on Above Line

DENNIS C. WORKMAN

(Signature of Debtor)

Type or Print Above Signature on Above Line

William H. Peria
(Signature of Secured Party)

CHESAPEAKE TRAWLERS, INC.

Type or Print Above Signature on Above Line

Mailed to Assignee

FILED

1985 JUL 26 PM 1:18

RECORD FEE 11.00
POSTAGE .50
496930 0237 R02 110:36
JUL 29 85

11/80
11/50

Local

STATE OF MARYLAND

LIBER - 487 PAGE 170

FINANCING STATEMENT FORM UCC-1

Identifying File No.

257510

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Anne Arundel County Farmers Co-op Ass'n
Address 155 8th Avenue, Glen Burnie MD 21061

2. SECURED PARTY

Name ALLIS-CHALMERS FARM EQUIPMENT, INC.
Address 921 East Wind Drive, Suite 126 Westerville, OH 43081

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any)
4. This financing statement covers the following types (or items) of property: (list)

Please see attached for collateral description.

RECORD FEE 11.00
POSTAGE .50

#46931 0237 102 T10:37

JUL 29 85

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Assignee(s) of Secured Party and Address(es)

ALLIS-CHALMERS CREDIT CORPORATION
1126 S. 70th Street
West Allis, WI 53214

By: Basil H. Smith, Treasurer
(Signature of Debtor)

Anne Arundel County Farmers Co-op Ass'n
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Allis-Chalmers Farm Equipment Inc.
Type or Print Above Signature on Above Line

1905 JUL 26 PM 1:19

FILED

Mailed to Assignee

11.50

Description of Collateral

"(A) Inventory now owned or hereafter acquired of (i) new goods manufactured or supplied by Allis-Chalmers Farm Equipment Inc. (A-CFE) (including without limitation tractors, combines, farm implements, lawn and garden equipment), (ii) new and used goods (including without limitation goods of the types described above) of any manufacture now or hereafter financed by A-CFE or Allis-Chalmers Credit Corporation (A-CCC) or in which Debtor has granted or hereafter grants a security interest to either of them and (iii) repair parts, attachments and accessories for the foregoing; (B) all now or hereafter existing accounts, chattel paper, contract rights and general intangibles heretofore or hereafter assigned by Debtor to A-CFE or A-CCC and any interest of Debtor in related goods or in any collateral security, guaranty or other right with respect thereto; and (C) all proceeds of collection, exchange, sale, lease or other disposition of any of the foregoing (including without limitation trade-in, repossessed or other goods and insurance proceeds)."



A.A. COUNTY

LIBER - 487 PAGE 172

257511

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 5-14-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Andrews & Frank Rosso and Charles Ward
T/A RW Computers
Address Early Heights Plaza 160 Ritchie Highway Severna Park, Md. 21146

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation
Address 1900 Sulphur Spring Road P. O. Box 7360
Baltimore Maryland 21227
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossession; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; all equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

NOT SUBJECT TO RECORDATION TAX

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

RECORD FEE 14.00
POSTAGE .50
#96932 0237 R02 T10:39
JUL 29 85

x Andrew J. Rosso
(Signature of Debtor)

ANDREWS J. ROSSO, Partner
Type or Print Above Name on Above Line

x Frank J. Rosso
(Signature of Debtor)

FRANK J. ROSSO, Partner
Type or Print Above Signature on Above Line

x Charles L. Ward
(SIGNATURE)

Charles L. WARD, Partner
TYPE OR PRINT

Paul J. Wohkittel III
(Signature of Secured Party)

Paul J. Wohkittel III, Asst. Branch Mgr.
Type or Print Above Signature on Above Line

14.50

MP
FILED

1985 JUL 26 PM 1:20

Mailed to Secured Party

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$1434.16

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

EXHIBIT B

1. DEBTOR

Name John K. Howard, Jr.
Address 109 S. Orchard Rd. Linthicum, Md. 21090

2. SECURED PARTY

Name Lawrence A. Smith
Address 8900 Robin Place Laurel, Md. 20708

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Assignee(s) of Secured Party and Address(es)

Mechanics' Acceptance Corp.
165 Northwest Avenue
Tallmadge, Ohio 44278

All tools, equipment and accessory items now owned by Debtor for use in Debtor's trade or business together with any and all similar tools, equipment and accessory items hereafter acquired.

RECORD FEE 18.00
POSTAGE .50

496933 C237 R02 110:42

JUL 29 85

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John K. Howard Jr.
(Signature of Debtor)

John K. Howard Jr.
Type or Print Above Name on Above Line

John K. Howard Jr.
(Signature of Debtor)

John K. Howard Jr.
Type or Print Above Signature on Above Line

Lawrence A. Smith
(Signature of Secured Party)

Lawrence A. Smith
Type or Print Above Signature on Above Line

11-75

1985 JUL 26 PM 1:21

FILED

Mailed to Assignee

11-75

10.50

LIBER - 487 PAGE 175

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

RECORD FEE 10.00
POSTAGE .50
#96935 C237 R02 110:45
JUL 29 85

June 11, 1985

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 239434
Liber 441 Page 298
Anne Arundel County
(Filing Office) (County and State)

Debtor or Debtors (name and Address):
Harold W & Deborah L Rhodes
7908 A Reed Ct
Ft Meade MD 20755

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Mailed to: Household Finance Corporation
9626 Ft Meade Rd Laurel MD 20707

By: *E. D. White*
Secured Party
Its Branch Office Manager

FILED
1985 JUL 26 PM 1:31



FINANCING STATEMENT

1. To Be Recorded in the Land Records at _____
2. To Be Recorded among the Financing Statement Records at Anne Arundel County
3. Not subject to Recordation Tax.
4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
 Gregory W. Bivins 8027 Colony Court
 Lori E. Bivins Severn, Md. 21144

RECORD FEE 12.00
 #94936 0237 902 110146

6. Secured Party Address
 Maryland National Bank
 Attention: Greg Land 207 Gorman Ave.
 Laurel, Md. 20707

JUL 29 85

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

N/A A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

N/A B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

N/A C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

N/A D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

N/A E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

N/A F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

N/A G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

JBM ~~X~~ H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Gregory W. Bivins (Seal)
 Gregory W. Bivins
Lori E. Bivins (Seal)
 Lori E. Bivins
 _____ (Seal)
 _____ (Seal)

Secured Party
 Maryland National Bank
Greg Land (Seal)
 Greg Land -Branch Rep.
 Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

SCHEDULE A

207-95 REV 7/83

One (1) 1978 Johnson V6 outboard engine

Mailed to Secured Party

FILED

12.00
 1985 JUL 26 PM 1:31

Gregory W. Bivins
 Gregory W. Bivins
Lori E. Bivins
 Lori E. Bivins

FINANCING STATEMENT

LIBER - 487 PAGE 177

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax. (Purchase Money Transaction) 257514
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

5. Debtor(s) Name(s) Address(es)
 Joseph F. Hardesty, Sr. 4692 Walters Lane
 Brenda A. Hardesty Harwood, Maryland 20076

RECORD FEE 12.00
 MISTAKE .50
 896937 C137 402 110:47
 JUL 29 85

6. Secured Party Address
 First Federal Savings & Loan Association of Annapolis 2024 West Street
 Attention: Raymond L. Sleater, V.P. Annapolis, Maryland 21401
 (Type name & Title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: loan # 4000029317

Debtors
 Joseph F. Hardesty, Sr. (Seal) _____ (Seal)
 ✓ Joseph F. Hardesty, Sr. (Seal) _____ (Seal)
 Brenda A. Hardesty _____ (Seal)

FILED

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

12.00
50
2-2820 (3/85)

1985 JUL 26 PM 1:33

Mailed to Secured Party

LIBER - 487 PAGE 178

Schedule A

DEBTORS: JOSEPH F. HARDESTY, SR.
BRENDA A. HARDESTY

SECURED PARTY: FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF ANNAPOLIS

1 Cub Cadet, 17 HP w/Hydric Lift, Stock # 13320,
Model # 1712 - 85, Serial No. 745637

1 Cub Cadet, 50" Mower, Stock # 13062,
Model # 195359

Mailed to Secured Party

12.50

LIBER - 487 PAGE 179

257515

FINANCING STATEMENT

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

DEBTOR Amyna S. Tsin T/A Donuts & Patisserie
 (Name or Names)
578 Benfield Shopping Ctr. Severna Park, Md. 21146
 (Debtor's Address—Street No., City, County, State)

SECURED PARTY Eklof & Co., Inc.
 (Dealer's Name)
612 Washington Blvd. Baltimore, Md. 21230
 (Dealer's Address—Street No., City, County, State)

ASSIGNEE OF SECURED PARTY:

THE CARROLLTON BANK OF BALTIMORE
 BALTIMORE STREET AT CARROLLTON AVENUE, BALTIMORE, MARYLAND 21223

1. This financing statement covers the following items of personal property:

Make (if Automobile) Or Manufacturer	Description (if Automobile, Body Type)	Serial No.	Motor No.	Model No.	Year
	Refrigerated Bakery Case	91889		SRRL4	

2. If above described personal property is to be affixed to real property, describe real property:

RECORD FEE 12.00
 POSTAGE .50

#94939 0237 102 110:50
 JUL 29 85

3. This transaction (is) (~~is not~~) exempt from the Recordation Tax. Consideration \$ _____

Dated this 20th day of July, 1985

Witness:
Judith L. Nossick
 Judith L. Nossick

Amyna S. Tsin T/A Donuts & Patisserie
 Debtor
 Signs

Attest:
Judith L. Nossick
 Judith L. Nossick

Harry S. Eklof, Jr.
 Secured Party
 President

Return to: The Carrollton Bank of Baltimore, Post Office Box 1391, Baltimore, Maryland 21203

77-064

Mailed to Assignee

12.50

FILED
 1985 JUL 26 PM 1:34

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Norman T. Cully T/A Norman T. Cully Excavation Construction Co.
Address 811 Best Gate Road, Annapolis, MD 21401

2. SECURED PARTY

Name JCB Flexilease Inc.
Address 10 Signal Road, Stamford, CT 06902

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

JCB Model -1400B, Serial No. 311247, CM, 2WD, cab

CONTRACT NO. MMI003

NOT SUBJECT TO RECORDATION TAX

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X *Norman T. Cully*
(Signature of Debtor)

Norman T. Cully Excavation Constr. Co.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Sandra Eldridge
(Signature of Secured Party)

JCB Flexilease, Inc.

Type or Print Above Signature on Above Line

RECORD FEE 11.00
257516 0237-102 110451

JUL 29 85

11.00

MP

FILED

Mailed to Secured Party

1985 JUL 26 PM 1:34

RECORD FEE 10.50
#96941 0237 #02 110:53
JUL 29 85

LIBER - 487 PAGE 181

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		No. of additional Sheets Presented:	3. <input type="checkbox"/> The Debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es): Diamond Page International Corporation 713 E. Genesee Street Syracuse, NY 13210	2. Secured Party(ies) Name(s) and Address(es): The Bank of New York 500 E. Genesee Street Syracuse, NY 13202 Attn: Comm. Loans	4. For Filing Officer. Date, Time, No. Filing Office	
5. This statement refers to original Financing Statement No. 01978C345R00 filed (date) 10-18-84 with Anne Arundel Cty.			
6. <input type="checkbox"/> A. Continuation The original Financing Statement bearing the above file number is still effective.			
<input checked="" type="checkbox"/> B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.			
<input type="checkbox"/> C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:			
<input type="checkbox"/> D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:			
<input type="checkbox"/> E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)			
<input type="checkbox"/> This statement is to be indexed in the Real Estate Records			
----- Section ----- Block ----- Lot -----			
By <u>10. 30</u> Signature(s) of Debtor(s) (only on amendment)		By <u>Thomas S. [Signature]</u> Signature(s) of Secured Party(ies)	
(1) Filing Officer Copy-Numerical (5/82) STANDARD FORM - FORM UCC-3 - Approved by the Secretary of State of New York, Pennsylvania & Texas			

FILED ^{MP} Mailed to Secured Party
1985 JUL 26 PM 1:35

257517

LIBER - 487 PAGE 182

MA4209 GA06

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) MORARRE John A T/A ... 2. Secured Party(ies) and Address(es) Ford Motor Credit Corp 1101 North Point Blvd Baltimore, Md 21224

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property: FORD 1210 AC3537 TRACTOR S/N WGD 3932, WOODS RM400 48" MOWER, FORD 900 Post Hole DIGGER w/12" Auger, FORD 768B-1 LOADER w/45" HD bucket S/N 49601, FORD 105 48" TILLER, FORD 782-3 6' BLADE S/N WD 25131

Check if covered: [X] Proceeds of collateral covered [] Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundel Co

RECORDING FEE 12.00 POSTAGE .50

100712 0237 1002 110454 JUL 29 85

John A. Morarre (SIGNATURE OF DEBTOR) John A Morarre (SIGNATURE OF DEBTOR)

Ford Motor Credit Co (NAME OF SECURED PARTY) L. Ruskey

FMCC 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED JUN 84

PRINTED IN U.S.A.

12.50 AA

MP FILED 1985 JUL 26 PM 1:36

Mailed to Secured Party

1250

FINANCING STATEMENT FORM UC 31

Identifying File No _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated December 17, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name STEVENS: Daniel A. and Donna M.
Address 501 Augusta Drive, Arnold, MD 21012

2. SECURED PARTY

Name Chesapeake Trawlers, Inc.
Address 2830 Solomons Island Road, Edgewater, MD 21037

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1984 34' Marine Trader Fiberglass Hull #ETY34559M84I
- 1984 120 HP Ford Lehman Diesel Engine #2462245

First Assignee:
First Commercial Corporation
303 Second Street
Annapolis, MD 21403

Elizabeth Jeffrey Agent
Second Assignee:
New England Savings Bank
63 Eugene O'Neill Drive
New London, CT 06320

Home Anchorage/Winter: Severna Park, MD

NOT SUBJECT TO RECORDATION TAX

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Daniel A. Stevens
(Signature of Debtor)

Daniel A. Stevens
Type or Print Above Name on Above Line

Donna M. Stevens
(Signature of Debtor)

Donna M. Stevens
Type or Print Above Signature on Above Line

Alvin C. Workman Vice Pres
(Signature of Secured Party)

Chesapeake Trawlers, Inc.
Type or Print Above Signature on Above Line

RECORD FEE 12.00
POSTAGE .50

#48943 0277 1002 110755

JUL 29 85

12.50

MP
FILED

Mailed to Assignee

1985 JUL 26 PM 1:37

257519

LIBER + 487 PAGE 184

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 11-19-83 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Schafer, Jon K. & Constance M.

Address 11404 Tanbark Drive, Reston, Va. 22091

2. SECURED PARTY

Name First Commercial Corporation

Address 303 2nd Street

Annapolis, Md. 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1982 26' S-2 Fiberglass hull # SSU26500M821

1982 15 HP OMC Gas Engine # M0585474

Home Anchorage/Winter: Annapolis, Md.

First Assignee: New England Savings Bank
63 Eugene O'Neill Dr.
New London, Ct. 06320

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Jon K. Schafer
(Signature of Debtor)

Jon K. Schafer
Type or Print Above Name on Above Line

Constance M. Schafer
(Signature of Debtor)

Constance M. Schafer
Type or Print Above Signature on Above Line

Jill Townsend - Agent
(Signature of Secured Party)

First Commercial Corp.
Type or Print Above Signature on Above Line

RECORD FEE 12.00
POSTAGE .50

001445 0237 202 110456

JUL 29 85

FILED

Mailed to Assignee

1250
1985 JUL 26 PM 1:37

FINANCING STATEMENT FORM UC-31

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 2-23-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LIEBERMAN, Jay E. & ANCONA, Daniel F. Address 4633 River Road, Bethesda, MD 20816

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION Address 303 Second Street Annapolis, MD 21403 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1978 26' S-2 fiberglass hull #SSU26280M78B 1978 15 HP OMC gas O/B engine

Home anchorage/winter: Annapolis, MD

ASSIGNEE: New England Savings Bank 63 Eugene O'Neill Drive New London, CT 06320

NOT SUBJECT TO RECORDATION TAX

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
 (Proceeds of collateral are also covered)
 (Products of collateral are also covered)

RECORD FEE 12.00 POSTAGE .50

#44945 0237 002 110:57

JUL 29 85

Jay E. Lieberman (Signature of Debtor) JAY E. LIEBERMAN

Type or Print Above Name on Above Line

Daniel F. Ancona (Signature of Debtor)

DANIEL F. ANCONA, III

Type or Print Above Signature on Above Line

Dale B. Steiner (Signature of Secured Party)

FIRST COMMERCIAL CORPORATION

Type or Print Above Signature on Above Line

12.50

MP

FILED

Mailed to Assignee

1985 JUL 26 PM 1:38

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)

Secured Party:
NAME: AVCO FINANCIAL SERVICES
ADDRESS: 7164 E FURNACE BR RD
CITY & STATE: GLEN BURNIE, MD21061

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)	DATE OF THIS FINANCING STATEMENT
<u>WILLIAM J & ANNETTE HERMAN</u>	<u>4-2-82</u>
<u>529 DONALDSON AVE SEVERN, MD 21144</u>	ACCOUNT NO. TAB
	<u>25002168</u> <u>68</u> 7733

Filed with: CLERK OF CIRCUIT CRT ANNE ARUNDEL CO ANNAPOLIS, MD 21403

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto:

- (b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
(c) Other (describe)

RECORD FEE 10.00
POSTAGE .50

898946 0237 102 110458

JUL 29 85

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

AVCO FINANCIAL SERVICES LIBER 448 Pg 302
(SECURED PARTY) ID 242037
BY ADM ASST Dated: 4/10/85 19____
TITLE

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
19-1255 (5-81)

10.50

FILED MP

Mailed to Secured Party

1985 JUL 26 PM 1:38

(xx) Not Subject to Recordation Tax
() Recordation Tax of \$_____ on
Principal Amount of \$_____ is
enclosed/has been paid (strike
inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Romeo A. Ferrer, M.D., P.A.
(Name or Names)
300 Hospital Dr. Glen Burnie, Md. 21061
(Address)

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Baltimore Federal Financial, F.S.A.
(Name or Names)
P.O. Box 116, Baltimore, Maryland 21203
(Address)

4. This financing Statement covers the following types (or items) of property:
One - Patient Management System, One - Televideo TS806/20 Hard Disk,
Two - Televideo TS800 Desktop Computer System, One - Televideo TPC1 Portable
Computer, One - Hayes 1200 Smart Modem.

S/N's: 84030272G, 84020313C, 84050624C, 84070046C, 3062124281, 85060001P, 85060001T, 85060001C

1985 JUL 26 PM 1:43
FILED

RECORD FEE 12.00
#98947 0237 R02 T10:59
JUL 29 85

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE
Romeo A Ferrer, M.D., P. A.

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Romeo A Ferrer M.D. Pres.
(Title)
Romeo A. Ferrer

By: Gordon T. Hill Pres.
(Title)
Gordon T. Hill

(Type or print name of person signing)

(Type or print name of person signing)

By: _____
(Title)

Return to: Baltimore Federal Financial, F.S.A.
P. O. Box 116
Baltimore, MD 21203

Mailed to: Attn: Jack Stamerro

12

(xx) Not Subject to Recordation Tax
() Recordation Tax of \$_____ on
Principal Amount of \$_____ is
enclosed/has been paid (strike
inapplicable phrase).

For Filing Officer
File No.:
Record Reference:
Date & Hour of Filing

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Lee-Dico Patlet Manufacturing Corp.
P.O. Box 277, 325 Lokus Road, Odenton, MD. 21113
(Name or Names)
(Address)

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any)
of LESSOR Heritage Savings Association
(Name or Names)
1505 York Road, Baltimore, Maryland 21093
(Address)

4. This financing Statement covers the following types (or items) of property:

One - Data General/One Portable Computer System e/w Dual Disk Drive,
256 Kb Memory, 128 Kb Memory Board, Carrying Case; Battery Pack &
Serial/Parrallel Converter

RECORD FEE 12.00
496948 (287 R02 110:57
JUL 29 85

1985 JUL 26 PM 1:43

FILED

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE
Lee-Dico Patlet Manufacturing Corp.
By: Franklin Wilds Pres.
Franklin Wilds (Title)
(Type or print name of person signing)
By: _____
(Title)
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Gordon T Hill Pres.
Gordon T. Hill (Title)
(Type or print name of person signing)

Return to: Heritage Savings Assoc.
1505 York Road
Lutherville, MD 21093
Mailed to: Attn: Herbert W. Spath

12.

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) (To Be) Recorded in the Land Records.* strike inapplicable words		
Debtor(s) Name(s) and Address(es) Jim's Air Tools and Equipment of Baltimore, Inc. 823 Fairfiew Ave. Linthicum Heights, Anne Arundel, MD 21090	Secured Party Name and Address C.I.T. Corporation 1301 York Road Lutherville, MD 21093	
XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX		The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax. <i>As this is part of Debtor's Inventory</i>
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. One (1) Davey 250RPDQ Diesel Air Compressor, S/N 36510 Two (2) Ameida Light Towers Model 500-2MH, S/N's 85049199 and 85049198 With (2) Homelite 176A35-1C Generators, S/N's One (1) Ameida Arrow Board, S/N 84030442 One (1) Muller Model 4AG50, S/N 1461 One (1) Gibson Mortar Mixer 59107, S/N 5070J-0139 One (1) Macdonald Air Tool U5 Scabblor, S/N 3978 One (1) Macdonald Air Tool GC1 Crack Cutter, S/N 646 Two (2) Davey Model 190 CRM Diesel Air Compressor, S/N 36466 and 36468 "and all leases, other chattel paper, rentals, and other income related thereto and arising therefrom, and all cash and non-cash proceeds thereof."		
Proceeds of collateral are also covered.		
*If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) Jim's Air Tools and Equipment of Baltimore, Inc.	Secured Party C.I.T. Corporation	
By <u>James W. Goode</u> Title <u>President</u> If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.	By <u>James E. Malone</u> Type or print name of person signing	
Type or print name(s) of person(s) signing <u>James W. Goode</u>	Type or print name of person signing <u>James E. Malone</u>	

RECORD FEE
POSTAGE

11.00
.50

#98949 (237) R02 111:01
JUL 29 85

11-50
50

FILED

Mailed to Secured Party

1985 JUL 26 PM 1:52

Please index under both names

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) (To Be) Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) J & J Contracting, Inc. T/A Jim's Aerials 756 Whitney Landing Drive Crownsville, Anne Arundel, MD 21032	Secured Party Name and Address C.I.T. Corporation 1301 York Road Lutherville, MD 21093	
Assignment of Secured Party C.I.T. Corporation	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax. <i>As this is part of debtor's inventory.</i>	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. Two (2) Access Satellite Work Platforms, S/N's PM164A add PM172A With all attachments and accessories. "and all leases, other chattel paper, rentals, and other income related thereto and arising therefrom, and all cash and non-cash proceeds thereof."		
Proceeds of collateral are also covered.		
* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) J & J Contracting, Inc. T/A Jim's Aerials	Secured Party C.I.T. Corporation	
By <u>James W. Noode</u> Title <u>President</u> <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>	By <u>M. Oltman</u>	
<u>James W. Goode</u> Type or print name(s) of person(s) signing	<u>M. T. OLTMAN</u> Type or print name of person signing	

RECORD FEE 12.00
POSTAGE .50

#96950 C237 102 711:02
JUL 29 85

12.50

MP

Mailed to Secured Party

FILED

1985 JUL 26 PM 1:52

Anne Arundel
219484363
5/29A

LITER - 487 PAGE 191

257525

Buyer's (Debtor's) Name (Last name first) <u>Gooding, Thomas</u>	Purchaser's Mailing Address <u>223 South River Club House Rd</u>	Zip Code
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address <u>Harwood, MD 20716</u>	Zip Code
Seller's Name <u>Annapolis 4A Rentals</u>	Seller's Address <u>1919 Lincoln Dr Annapolis, Md</u>	Zip Code <u>21401</u>
BUYER'S SOC. SEC. NO. (First Signer) <u>219-48-4363</u>		

DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:

QTY.	N=New U=Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No.
1	U	JD	650	Utility Diesel Tractor w/ROPS Bar, MFWD, Extra Trac tires	010648
5	N			Quick Trach w/pts	
1	U	JD		261 Grooming Mower w/ Chainkit & Gauge wheels	

**FINANCING STATEMENT
FOR FILING**

RECORD FEE 11.00
POSTAGE .50
#96951 0237 R02 111403
JUL 29 85

This statement is not to be recorded among the Land Records.

CHECK X ITEMS WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name of record owner)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name of record owner)
- Proceeds of collateral are also covered.
- Products of collateral are also covered.

Transaction (is not) subject to recordation tax imposed by Article 81, Sections 277 & 278. Principal amount of debt initially incurred \$ _____

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**
P.O. Box 4949
Syracuse, NY 13221

NOTE - Type name under each signature and if company, type name of company and name and title of authorized signer.

Mail to: **John Deere Company**
P.O. Box 585-4949
Syracuse, N.Y. 13201

Debtor resides in Anne Arundel (County) md (State) Note dated and signed 5/29/85 (Date) Debtor's Telephone No. 301 (956-2525)

Thomas S. Gooding (Debtor's Signature)
Thomas S. Gooding (Debtor's Signature)

Annapolis 4A Rental (Seller's Name)
David B. Graham (Seller's (Secured Party) Signature)
David B. Graham, V. Pres.

(Do not write below this line)

11.50

FILED
1985 JUL 26 PM 1:58

Mailed to Assignee

Anne Arundel A.
21930 2695
6/3

Buyer's (Debtor's) Name (Last name first) <u>Wilson, Charles</u>	Purchaser's Mailing Address <u>472 Ferry Pt Rd Annap, Md 21403</u>	Zip Code <u>21403</u>
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address	Zip Code
Seller's Name <u>Annapolis 4 A Rentals</u>	Seller's Address <u>1717 Lincoln Dr Annap, Md 21401</u>	Zip Code <u>21401</u>
BUYER'S SOC. SEC. NO. (First Signer) <u>219-30-2695</u>		

DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:

QTY.	N=New U=Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No.
1	N	JD	930	Front Mount Mower w/ Deluxe Seat wgt trans sys, 4 rear wgt's, dual tanks, calcium filled front tires	315224
1	N	JD	72"	w/ Rollover Canopy front mower	

RECORD FEE 11.00
POSTAGE .50

FINANCING STATEMENT
FOR FILING

#96952 0237 R02 111:04
JUL 29 85

This statement is not to be recorded among the Land Records.

CHECK X ITEMS WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name of record owner)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name of record owner)
- Proceeds of collateral are also covered.
- Products of collateral are also covered.

Transaction (is not) subject to recordation tax imposed by Article 81, Sections 277 & 278. Principal amount of debt initially incurred \$ _____

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**

P.O. Box 4949
Syracuse NY
13221

Mail to: **John Deere Company**
P.O. Box 508 4949
Syracuse, N.Y. 13201
13221

NOTE - Type name under each signature and if company, type name of company and name and title of authorized signer.

Debtor resides in Anne Arundel md Note dated and signed 6/3/85 Debtor's Telephone No. 301 (263-2953)
(County) (State) (Date)

Charles Wilson
(Debtor's Signature)
Charles Wilson
(Debtor's Signature)

Annapolis 4 A Rental
(Seller's Name)
David B. Graham
Seller's (Secured Party) Signature
David B. Graham, V. Pres.

(Do not write below this line)

11.00
50

FILED

Mailed to Assignee

1985 JUL 26 PM 1:58

Anne Arundel
220 665270
3/31 A

MARYLAND - UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated May 31, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis Construction Service
Address 1896 Crownsville Road, Annapolis, MD 21401

2. SECURED PARTY

Name John Deere Company, Syracuse
Address 4949 Court Street & Deere Road
Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

New John Deere 214
L & G Tractor w/46" mower
s/n 315717

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50
#88953 0237 102 111:07
JUL 29 85

A.C.S. B. Drane
(Signature of Debtor)

Annapolis Construction Service
Type or Print Above Name on Above Line
Bryon Drane
(Signature of Debtor)

Bryon Drane
Type or Print Above Signature on Above Line

A.J. Kirsch
(Signature of Secured Party)
A.J. Kirsch, Div. Mgr.
Type or Print Above Signature on Above Line

16.50

FILED

Mailed to Secured Party

1985 JUL 26 PM 1:56

Ann Arundel
044323530
5/28 A

MARYLAND - UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM UCC-1 Identifying file No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

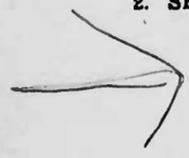
This financing statement Dated May 28, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. DEBTOR

Name Thomas F. Ellis
Address 1058 Lower Pindell Road, Lothian, MD 24711

2. SECURED PARTY

Name John Deere Company, Syracuse
Address 4949 Court Street & Deere Road
Syracuse, NY 13221



Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

New JD 750 Utility Diesel Tractor w/2 wheel Drive. ROPS Bar and seat belt. calcium filled tires and 5 front seats. S/N 014201

New Mohawk 5 ft. Bush-hog

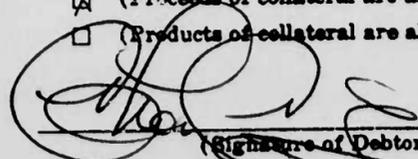
CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

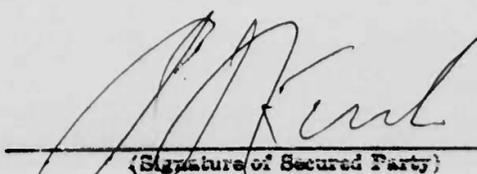


(Signature of Debtor)

Thomas F. Ellis
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



(Signature of Secured Party)

John Deere Company, Syracuse
Type or Print Above Signature on Above Line

A.J. Kirsch, Div. Mgr.

RECORD FEE 11.00
POSTAGE .50
#96954 C237 R02 11:07
JUL 29 85

11.50
5/10

FILED

Mailed to Secured Party

1985 JUL 26 PM 1:55

FINANCING STATEMENT FORM UC 71

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 6/6/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name A.M.B. ASSOCIATES, A PARTNERSHIP
Address Box 6595, Annapolis, MD 21401

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 303 Second Street
Annapolis, MD 21403
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1976 50' Gulfstar fiberglass hull #GFS505290276
1976 62 HP Perkins 4-154 diesel engine

ASSIGNEE:

HORIZON FINANCIAL, F.A.
808 Masons Mill Business Park
1800 Byberry Road
Huntington Valley, PA 19006

Home anchorage/winter: Annapolis, MD

SHINEMAN, David W. & Ernestine H.
306 Dellwood Court
Annapolis, MD 21401

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

David W. Shineman
(Signature of Debtor)

DAVID W. SHINEMAN
Type or Print Above Name on Above Line

Ernestine H. Shineman
(Signature of Debtor)

ERNESTINE H. SHINEMAN
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

FIRST COMMERCIAL CORPORATION
Type or Print Above Signature on Above Line

RECORD FEE
POSTAGE

13.00
.50

#48955 (237) 102 111:08

JUL 29 85

13.00
50

FILED

1985 JUL 26 PM 1:57

Mailed to Secured Party

Anne Credit Co
6-13-85

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and address(es) Gould, Inc. Defense Electronics Div. 6711 Baymeadows Dr. Glen Burnie, MD 21061	2 Secured Party(ies) and address(es) Equitable Life Leasing Corp. 1111 E. Touhy Ave. Des Plaines, IL 60018	For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:
 SEE SCHEDULE "A" ATTACHED HERETO AND BY THIS REFERENCE
 MADE A PART HEREOF FOR A COMPLETE EQUIPMENT DESCRIPTION
 "This transaction is a lease and is not intended by the parties
 to be a security transaction; filing is only intended to make the lease
 a matter of public record.

ASSIGNEE OF SECURED PARTY

Not Subject to recordation Tax

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented:

Filed with: Anne Arundel County

Gould, Inc.
Defense Electronics Div.

By: [Signature] Signature(s) of Debtor(s)

Equitable Life Leasing Corp.

By: [Signature] Signature of Secured Party

(STANDARD) 11.50 (1) FILING OFFICER COPY ALPHABETICAL

MODERN LAW FORMS CHICAGO (312) 640-1688

RECORD FEE 11.00
POSTAGE .50

#26956 0237 102 711:09

JUL 29 85

Mailed to Secured Party

FILED

1985 JUL 26 PM 1:58

LIBER -487 PAGE 197
EQUITABLE LIFE LEASING
 SCHEDULE "A"

Page 1 of 1

This schedule is to be attached to and becomes part of the Agreement dated June 5, _____, 1985, between the undersigned and Equitable Life Leasing Corporation or its Assignor.

NEW/USED	QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL NO.
New	4	Communications Server 1 U/SIO Module	CS/1/W SIO-/A	
	8	8 Port Card	SIO/A	
	4	Software	SW/1-A	
	4	Cable	TCA100	
	4	Transceiver	XCVR	

This schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

SIGN HERE →

Gould, Inc.

(Name)

By:

William A. Cunningham
 William A. Cunningham

Its:

Director,

IDENTIFYING NO. 511287

REC'D FOR RECORD & RECORDED
Dec. 5, 1980 - 9:19 a.m.
IN THE FINANCING RECORDS OF STATE DEPT.
OF ASSES. & TAXATION
ID# 151744 FILM 2491 FOLIO 2832

BOOK 406 PAGE 1308

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

Pay Brake and Clutch, Inc.
3345 Hollins Ferry Road
Baltimore, Maryland 21227

2. NAME AND ADDRESS OF SECURED PARTY:

The First National Bank of Maryland
25 South Charles Street
Baltimore, Maryland 21202

3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories; etc.
- Inventory, raw materials, etc., including after acquired and proceeds.
- Accounts, including after acquired, and proceeds.
- Contract rights, including after acquired, and proceeds.
- Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.
- Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.
-

11.00
1.50
#18057 1237 R02 T11:11
JUL 29 85

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: _____

5. This transaction is , is not exempt from the recordation tax. Principal amount of the Debt is \$ 95,000.00

DEBTOR:

SECURED PARTY:

Pay Brake and Clutch, Inc.

The First National Bank
Of Maryland

by: [Signature] (Seal)
President

by: [Signature] (Seal)
Alan Corson, III
Senior Loan Executive

REC 11.00
F 5 0 #
CHECK TL 11.00

AFTER RECORDATION RETURN TO:

Gebhardt & Smith
1544 World Trade Center
Baltimore, Maryland 21202

Mailed to:

DEC 22 1981 #180520 C489 R01 T12:55 05/16/85
DEC 23 1981

11.50

MP
FILED

REC'D FOR RECORD MAY 16 1985 2:30 PM
& RECORDED IN THE FINANCING RECORDS OF
BALTIMORE CITY, LIBER S.E.B. 406
PAGE 1308 SAUNDRA E. BANKS, CLERK
INSTRUMENT MAILED TO SECURED PARTY

1985 JUL 26 PM 1:58

File No.
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

XX Not subject to Recordation Tax. To Be Recorded in The Land Records
(For Fixtures Only).

Subject to Recordation Tax on prin-
cipal amount of \$.....

This Financing Statement is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

Name of Debtor

Address

2980 CRAIN HIGHWAY, INC.

2980 CRAIN HIGHWAY
MITCHELLVILLE, /P.G./MD 20716

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland 20707

to which this Statement should be delivered after it is recorded and from which addi-
tional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collat-
eral): ALL FURNITURE, FIXTURES, MACHINERY, AND EQUIPMENT AND ALL REPLACEMENTS
THEREOF AND ADDITIONS OR ATTACHMENTS THERETO, AND ALL ACCOUNTS RECEIVABLE,
CONTRACT RIGHTS AND INVENTORY, NOW OWNED OR HEREAFTER ACQUIRED, AND THE PRO-
CEEDS AND PRODUCTS THEREOF.

4. The collateral property is affixed or to be affixed to or is to be crops on the follow-
ing real estate: (Describe - include house number and street or block reference where
applicable).

RECORD FEE 11.00
POSTAGE .50

898958 0237 RD2 T11:12

5. XX.....Proceeds)
) of the collateral are also specifically covered.
.....Products)

JUL 29 85

Debtor

Secured Party (Assignee)

2980 CRAIN HIGHWAY, INC.

THE CITIZENS NATIONAL BANK
Laurel, Maryland 20707

By: George Koutroumpis
GEORGE KOUTROUMPIS
PRESIDENT

By: Ronald H. Giles
RONALD H. GILES
ASSISTANT VICE PRESIDENT

By:

Type or print all names and
titles under signatures.

11.00
50

MP
FILED

Mailed to Secured Party

1985 JUL 26 PM 1:59

MARYLAND UNIFORM COMMERCIAL CODE - FORM UCC-3
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 243723
RECORDED IN LIBER 452 FOLIO 427 ON 8/9/82 (DATE).

<p>2. Name and address of Debtor(s)</p> <p>Thomas R. Wilkinson 454 Marlboro Road Lothian, MD 20711</p>	<p>3. Name and address of Secured Party</p> <p>C.I.T. Corporation 1301 York Road Lutherville, MD 21093</p>
---	---

4. After recording, this statement is to be returned to C.I.T. Corporation of

5. Maturity date of obligation (if any):

6. CHECK FORM OF STATEMENT

- A. CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.
- B. PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.
- C. ASSIGNMENT - The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.
- D. TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.
- E. OTHER - _____ (State whether amendment, etc.)

7. Name and Address of Assignee:

RECORD FEE 10.00
POSTAGE .50
HP4959 C237 R02 111-13
JUL 29 05

8. Description of Collateral:

Dated May 23, 1988 Mark E. Clifton / Jpd
(Signature of Secured Party)

Mark E. Clifton
(Type or Print Name of Secured Party on Above Line)

10.00
50

Mailed to: Thomas R. Wilkinson

FILED
1985 JUL 26 PM 1:59

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name S & B Discount Auto Supply, Inc.

Address 6886 Old Annapolis Road Linthicum Heights, MD 21090

2. SECURED PARTY

Name PPG Industries, Inc.

Address One PPG Place Pittsburgh, PA 15272

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All inventory of products manufactured and / or distributed by PPG Industries, Inc., together with all equipment, parts, fittings, accessories, special tools, renewals and replacements of all or any part of said equipment whether now owned or hereafter acquired by borrower from PPG Industries, Inc. including the proceeds from the sale thereof.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50
#94960 0237 R02 111:15
JUL 29 85

John E. Sellers
(Signature of Debtor)

JOHN E SELLERS
Type or Print Above Name on Above Line

Stewart Shebrook
(Signature of Debtor)

STEWART SHEEBROOK
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

11.50

MP

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

11.50

FILED

1985 JUL 26 PM 2:02

Mailed to Secured Party



Anne Arundel County



LIBER - 487 PAGE 202

STATEMENT OF

Continuation Termination Assignment Partial Release

This Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

<input type="checkbox"/> Land	Liber <u>482</u>	Folio <u>420</u>	File No. <u>255606</u>
<input checked="" type="checkbox"/> Financing Statement			
Filing Date of Financing Statement (If Any) <u>2/20/85</u>			

NAME	ADDRESS
1. Debtor(s)	No. Street City State
Autorama Sales, Inc. T/A	
Feltman High Performance Boats	2820 Old Solomons Island Road Edgewater, Maryland 21037
2. Secured Party (or assignee)	
First American Bank of Maryland,	8701 Georgia Avenue, Silver Spring, Maryland 20910.

CHECK THE LINES WHICH APPLY

3. A. Continuation. The above described Financing Statement is still effective and should be continued in accordance with the Code.
- B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the above described Financing Statement.
- C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the above described Financing Statement in the property listed below:

RECORD FEE 10.00
POSTAGE .50

- D. Partial Release. The Secured Party releases from the collateral described in the above Financing Statement, the property hereinafter described:

496961 0237 002 111:16

JUL 29 85

1985 JUL 26 PM 2:02

FILED

Filed: May 6, 1985 19

Secured Party:

First American Bank of Maryland

By: Dennis F. Peters, Jr.

Type Name Dennis F. Peters, Jr.

Title Vice President

10.50

Mr. Clerk: After recordation, please mail this statement to:
First American Bank of Maryland, 8701 Georgia Avenue, Silver Spring, Maryland 20910.

Mailed to: _____

To Be Filed In The Financing
Statement Records Of Anne
Arundel County, Maryland

Principal Amount Secured
\$1,422,550.00 Subject To
Recording Tax of \$2,152.50
On Additional Principal
Amount Of \$307,550.00 Which
Recording Tax Was Paid To The
Clerk of the Court of Anne
Arundel County, Maryland
Upon The Filing of a Second
Deed of Trust Modification
Agreement

AMENDMENT OF FINANCING STATEMENT
(Term Loan)

This Amendment of Financing Statement refers to the
Original Financing Statement filed in the Financing Statement
Records of Anne Arundel County, Maryland on December 23, 1982 and
referred to as Liber 457, Page 285.

1. DEBTOR: BALTIMORE CLAY PRODUCT CO., INC.
t/a STRUCTURAL STEEL FABRICATORS
1739 Nursery Road
Linthicum Heights, Maryland 21090
2. SECURED PARTY: EQUITABLE BANK,
NATIONAL ASSOCIATION
Equitable Bank Center
100 South Charles Street
Baltimore, Maryland 21201

Attn: Donald E. Warren,
Vice President

~~Mailed to:~~ _____

3. The principal amount secured hereby has been increased
by Three Hundred Seven Thousand Five Hundred Fifty
Dollars (\$307,550.00) such that the total principal
amount secured hereby equals One Million Four Hundred
Twenty-Two Thousand Five Hundred Fifty Dollars
(\$1,422,550.00).
4. This Amendment of Financing Statement covers and the
Debtor grants a security interest to the Secured Party
in and to all of the assets and property set forth on
Exhibit "A" attached hereto and made a part hereof, in
addition to the assets and property previously covered
herby.

12.50



FILED

1985 JUL 26 PM 3:08

LIDER - 487 PAGE 205

DEBTOR:

BALTIMORE CLAY
PRODUCT CO., INC.

SECURED PARTY:

EQUITABLE BANK,
NATIONAL ASSOCIATION

By: *J. M. Gilliece, Jr.* (SEAL) By: *Donald E. Warren* (SEAL)
JAMES M. GILLIECE, JR., DONALD E. WARREN,
President Vice President

Dated: May 29, 1985

TO FILING OFFICER: After this Amendment of Financing Statement
has been recorded, please return to:

James R. Deveney, II, Esquire
Whiteford, Taylor, Preston,
Trimble & Johnston
2000 First Maryland Building
25 South Charles Street
Baltimore, Maryland 21201
(301) 752-0987

JRD/kmb
20424/00118
118/eb-balt clay
amend fs (tl) 2

Mailed to: _____

EXHIBIT "A"
COLLATERAL DESCRIPTION

- a. All of the Debtor's right, title and interest in and to all tangible and intangible assets and property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements or substitutions and renewals thereof, including but not limited to the following:
- (i) Accounts;
 - (ii) Chattel Paper;
 - (iii) Documents;
 - (iv) Fixtures;
 - (v) General Intangibles;
 - (vi) Goods;
 - (vii) Instruments;
 - (viii) Inventory; and
 - (ix) All records relating to the above collateral;

The terms "Accounts," "Chattel Paper," "Documents," "Fixtures," "General Intangibles," "Goods," "Instruments," and "Inventory" as used above shall have the same respective meanings as are given to those terms in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended.

- b. Some of the above-described personal property may be affixed to the real estate known generally as 1739 Nursery Road, Linthicum Heights, Maryland 21090. The name of the record owner of the aforementioned real property is the Debtor.
- c. The proceeds (including insurance proceeds) and products of collateral are secured, as are future advances and after acquired property.

To Be Filed In The Financing
Statement Records Of Anne
Arundel County, Maryland

Principal Amount Secured
\$1,422,550.00 Subject To
Recording Tax of \$2,152.50
On Additional Principal
Amount Of \$307,550.00 Which
Recording Tax Was Paid To The
Clerk of the Court of Anne
Arundel County, Maryland
Upon The Filing of a Second
Deed of Trust Modification
Agreement

AMENDMENT OF FINANCING STATEMENT
(Line of Credit)

This Amendment of Financing Statement refers to the
Original Financing Statement filed in the Financing Statement
Records of Anne Arundel County, Maryland on December 23, 1982 and
referred to as Liber 457, Page 287.

1. DEBTOR: BALTIMORE CLAY PRODUCT CO., INC.
 t/a STRUCTURAL STEEL FABRICATORS
 1739 Nursery Road
 Linthicum Heights, Maryland 21090

2. SECURED PARTY: EQUITABLE BANK,
 NATIONAL ASSOCIATION
 Equitable Bank Center
 100 South Charles Street
 Baltimore, Maryland 21201

Attn: Donald E. Warren,
~~Mailed to:~~ Vice President

3. The principal amount secured hereby has been increased
 by Three Hundred Seven Thousand Five Hundred Fifty
 Dollars (\$307,550.00) such that the total principal
 amount secured hereby equals One Million Four Hundred
 Twenty-Two Thousand Five Hundred Fifty Dollars
 (\$1,422,550.00).

4. This Amendment of Financing Statement covers and the
 Debtor grants a security interest to the Secured Party
 in and to all of the assets and property set forth on
 Exhibit "A" attached hereto and made a part hereof.

12.00
50



FILED

1985 JUL 26 PM 3: 10

LIDER - 487 PAGE 208

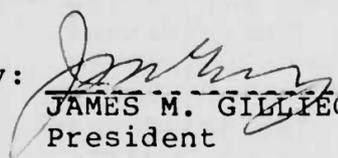
DEBTOR:

BALTIMORE CLAY
PRODUCT CO., INC.

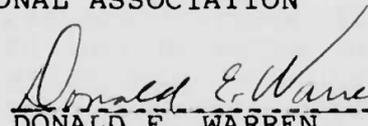
SECURED PARTY:

EQUITABLE BANK,
NATIONAL ASSOCIATION

By:

 (SEAL)
JAMES M. GILICEE, JR.,
President

By:

 (SEAL)
DONALD E. WARREN,
Vice President

Dated: May 29, 1985

TO FILING OFFICER: After this Amendment of Financing Statement
has been recorded, please return to:

James R. Deveney, II, Esquire
Whiteford, Taylor, Preston,
Trimble & Johnston
2000 First Maryland Building
25 South Charles Street
Baltimore, Maryland 21201
(301) 752-0987

JRD/kmb
20424/00118
118/eb-balt clay
amend fs (loc) 2

Mailed to: _____


EXHIBIT "A"
ADDITIONAL COLLATERAL DESCRIPTION

- a. All of the Debtor's right, title and interest in and to all tangible and intangible assets and property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements or substitutions and renewals thereof, including but not limited to the following:
- (i) Documents;
 - (ii) Equipment;
 - (iii) Fixtures;
 - (iv) General Intangibles;
 - (v) Goods;
 - (vi) Instruments;
 - (vii) All records relating to the above collateral;

The terms "Documents," "Equipment," "General Intangibles," "Goods," and "Instruments," and "Inventory" as used above shall have the same respective meanings as are given to those terms in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended.

- b. Some of the above-described personal property may be affixed to the real estate known generally as 1739 Nursery Road, Linthicum Heights, Maryland 21090. The name of the record owner of the aforementioned real property is the Debtor.
- c. The proceeds (including insurance proceeds) and products of collateral are secured, as are future advances and after acquired property.

To Be Filed In The Financing Statement Records Of Anne Arundel County, Maryland

Principal Amount Secured \$1,422,550.00 Subject To Recording Tax of \$2,152.50 On Additional Principal Amount Of \$307,550.00 Which Recording Tax Was Paid To The Clerk of the Court of Anne Arundel County, Maryland Upon The Filing of a Second Deed of Trust Modification Agreement

AMENDMENT OF FINANCING STATEMENT
(Deed of Trust)

This Amendment of Financing Statement refers to the Original Financing Statement filed in the Financing Statement Records of Anne Arundel County, Maryland on December 23, 1982 and referred to as Liber 457, Page 289.

- 1. DEBTOR: BALTIMORE CLAY PRODUCT CO., INC.
t/a STRUCTURAL STEEL FABRICATORS
1739 Nursery Road
Linthicum Heights, Maryland 21090
- 2. SECURED PARTY: EQUITABLE BANK,
NATIONAL ASSOCIATION
Equitable Bank Center
100 South Charles Street
Baltimore, Maryland 21201

Attn: Donald E. Warren,
Vice President

3. The principal amount ^{waived to:} secured hereby has been increased by Three Hundred Seven Thousand Five Hundred Fifty Dollars (\$307,550.00) such that the total principal amount secured hereby equals One Million Four Hundred Twenty-Two Thousand Five Hundred Fifty Dollars (\$1,422,550.00).

DEBTOR:
BALTIMORE CLAY
PRODUCT CO., INC.

SECURED PARTY:
EQUITABLE BANK,
NATIONAL ASSOCIATION

By: [Signature] (SEAL)
JAMES M. GILLIECE, JR.,
President

By: [Signature] (SEAL)
DONALD E. WARREN,
Vice President

Dated: May 29, 1985



FILED

1985 JUL 26 PM 3:14

10.00
50

LIDER -487 PAGE 211

TO FILING OFFICER: After this Amendment of Financing Statement
has been recorded, please return to:

James R. Deveney, II, Esquire
Whiteford, Taylor, Preston,
Trimble & Johnston
2000 First Maryland Building
25 South Charles Street
Baltimore, Maryland 21201
(301) 752-0987

JRD/kmb
20424/00118
118/eb-balt clay
amend fs dot 2

Mailed to: _____

JRR08/g
07/11/85

#189158

FINANCING STATEMENT

LIBER - 487 PAGE 212

- 1. Name of Debtor: FGS, INC.
Address: 1410 Crain Highway, N. Suite 7-A
Glen Burnie, Maryland 21061 257533
- 2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate and Mortgage Banking Department
10 Light Street
Baltimore, Maryland 21202

3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated July 18, 1985 from Debtor to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) Proceeds of all collateral are covered.

4. Recordation tax on the principal sum of \$750,000 has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Deed of Trust.

Debtor:

FGS, INC.

Secured Party:

MARYLAND NATIONAL BANK

RECORD FEE 11.00
POSTAGE .50
#24463 0055 102 110:00
JUL 24 85

By Robert F. Suchman
Robert F. Suchman
President

By Lawrence J. Grady, Jr.
Lawrence J. Grady, Jr.
Vice President

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: John R. Rutledge, Esquire

Mailed to Secured Party

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, AND WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

1100
50

1985 JUL 24 AM 10:54
E. AUBREY COLLISON
CLERK

EXHIBIT A

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING FOR THE SAME on the northwest side of Crain Highway, South, formerly known as Light Street Road, at a point distant South 20 degrees 51 seconds West 170.00 feet from the Southwest side of Forth Avenue, Southwest, the said point of beginning being also set at the southwest side of a 20 foot alley heretofore laid out, and running thence, with the northwest side of the said highway, South 29 degrees 57 minutes West 100.00 feet; thence leaving the said highway and running North 60 degrees 03 minutes West 250.00 feet; thence running North 29 degrees 57 minutes East 100.0 feet to the southwest side of the afore-said 20 foot alley South 60 degrees 03 minutes East 250 feet to the place of beginning. Containing 25,000 square feet of land.

BEING all of Lot 20, Block 303, as shown on Amended Plat No. 3, GLEN BURNIE, filed among the Land Records of Anne Arundel County in Plat Book No. 6, folio 15.

Mailed to Secured Party

FINANCING STATEMENT

257539

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Tina M. Staggs
James K. Warner
David W. Edwards

Chesapeake Mobile Home Court
Hanover, Maryland 21076

AP CO

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).
1985 Holly Park "Overland Park" Mobile Home, 70 X 14, Beige/Camel Serial # 12706
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

RECORD FEE 13.00
POSTAGE .50
APR 24 1985 11:50
JUL 24 85

Debtor

Secured Party

David W. Edwards
DAVID W. EDWARDS

James K. Warner
JAMES K. WARNER

Tina M. Staggs
TINA M. STAGGS

THE SAVINGS BANK OF BALTIMORE

BY [Signature]

Secured Party

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Savings Bank of Baltimore.

Mailed to Secured Party

PCS 0847

RECEIVED FOR RECORD
CLERK COURT BALTIMORE COUNTY
1985 JUL 24 PM 1:58
E. AUSTIN COLLISON
CLERK

13.00
50

FINANCING STATEMENT

257510

Not Subject to Recordation Tax

<u>Name of Debtor</u>	<u>Mailing Address</u>
J.B. & Helen Kendrick	LOT 180 CHESAPEAKE MOBILE CT. HANOVER MD 21076

AA Co

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE (Assignee)	Address: BALTIMORE AND CHARLES STREETS BALTIMORE, MARYLAND 21203
---	---



1. This financing Statement covers the following types (or items) of property (the collateral).

1985 IMPERIAL S-500 S/N 85726

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

RECORD FEE 12.00
POSTAGE .50
BALTIMORE COUNTY MD 21203
JUL 24 85

Debtor

Secured Party

X J.B. Kendrick
J.B. Kendrick

X Helen Kendrick
Helen Kendrick

THE SAVINGS BANK OF BALTIMORE

BY Thomas M. [Signature]

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes, Inc., which has been assigned to The Savings Bank of Baltimore.

MP

Mailed to Secured Party

12.50

PCS 0847

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1985 JUL 24 PM 2:00

E. AUBREY COLLISON
CLERK

257511

FINANCING STATEMENT

Not Subject to Recordation Tax

<u>Name of Debtor</u>	<u>Mailing Address</u>
Ronald & Wilseydee Walter	123 Patuxent Mobile Estates Lothian, MD 20711

AA Co

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE (Assignee)	Address: BALTIMORE AND CHARLES STREETS BALTIMORE, MARYLAND 21203
---	---

1. This financing Statement covers the following types (or items) of property (the collateral).

1985 Imperial 70 x 14 Serial #85613
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

RECORD FEE 12.00
POSTAGE .50
BALTIMORE MD 21201 113:51
JUL 24 85

Debtor

Secured Party

Ronald S. Walter
Ronald s. Walter
Wilseydee D. Walter
Wilseydee D. Walter

THE SAVINGS BANK OF BALTIMORE

BY [Signature]

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes, Inc. _____, which has been assigned to The Savings Bank of Baltimore.

Mailed to Secured Party

PCS 0847

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1985 JUL 24 PM 2:00

E. AUBREY COLLISON
CLERK

12:50

FINANCING STATEMENT

257510

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Jeffrey R. Dove, II
Shirley A. Phillips
Willard E. Phillips

490 Patuxent Road #37
Odenton, Maryland 21113

ANCO

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).
New 1985 Liberty Homes, Leader Mobile Home, Serial # 08-L-56046
B47012, 70 X 14, Gray/gray
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

RECORD FEE 13.00
POSTAGE .50
#24537 0040 002 113:52
JUL 24 85

Debtor

Secured Party

Jeffrey R. Dove II
JEFFREY R. DOVE, II

Shirley A. Phillips
SHIRLEY A. PHILLIPS

Willard E. Phillips
WILLARD E. PHILLIPS

THE SAVINGS BANK OF BALTIMORE

BY *[Signature]*

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, INC., which has been assigned to The Savings Bank of Baltimore.

MP
Mailed to Secured Party

PCS 0847

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1985 JUL 24 PM 2:01

E. AUBREY COLLISON
CLERK

13.50

FINANCING STATEMENT

Not Subject to Recordation Tax

<u>Name of Debtor</u>	<u>Mailing Address</u>
Kenneth Moore Alfreida E. Moore	Lot 64 Severn Mobile Home Park 7959 Telegraph Rd. Severn, Md. 21144

aa

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE (Assignee)	Address: BALTIMORE AND CHARLES STREETS BALTIMORE, MARYLAND 21203
---	---

1. This financing Statement covers the following types (or items) of property (the collateral).
1 new 1985 Commodore 70 x 14 serial 21615A
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

RECORD FEE 12.00
POSTAGE .50
#95330 0000 R02 T13453
JUL 24 85

Debtor

Secured Party

Kenneth Moore

KENNETH MOORE
Alfreida E. Moore

ALFREIDEA E. MOORE

THE SAVINGS BANK OF BALTIMORE
BY *Thomas P. [Signature]*

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and M&M Mobile Homes, Inc., which has been assigned to The Savings Bank of Baltimore.

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1985 JUL 24 PM 2:01

E. AUBREY COLLISON
CLERK

12.50

257511

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.	
Date & Hour	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
--	------------	---------------	-------------	--------------

LIPAN SPRINGS DEVELOPMENT CORP.		300 West 5th Street, Suite 1130		Austin, TX 78701
---------------------------------	--	---------------------------------	--	------------------

<u>Name of Secured Party</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
------------------------------	------------	---------------	-------------	--------------

Severn Companies, Inc.		410 Severn Avenue		Annapolis, Md. 21403
------------------------	--	-------------------	--	----------------------

Name of Assignee

Capital Bank N. A.		815 Connecticut Ave. N. W.		Washington, D. C. 20006
--------------------	--	----------------------------	--	-------------------------

This Financing Statement covers the property listed on Attachment A hereto.

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s):

ASSIGNEE:

LIPAN SPRINGS DEVELOPMENT CORP.

Capital Bank N. A. (Seal)
(Corporate, Trade or Firm Name)

By: *Charles W. Waring*
CHARLES W. WARING

By: _____
Signature of Secured Party or Assignee
Gene Fischgrund, Vice President

(Type or print name under signature)
Secured Party:

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

~~Severn Companies, Inc.~~
By: *[Signature]*
Jack R. Steere,
President
(Type name & title under signature)

Mailed to Secured Party

11.00
.50

RETURN TO: Capital Bank N. A.
Corporate Banking
815 Connecticut Ave. N. W.
Washington, D. C. 20006

RECORD FEE 11.00
POSTAGE
RECEIVED FOR THE CLERK
CLERK
1905 JUL 24 PH 2:02
E. AUBREY COLLISON

I. QUANTITY	DESCRIPTION
1	IBM XT W/512KB
1	IBM MONOCHROME ADAPTER
1	IBM MONOCHROME DISPLAY
1	IBM PC W/512KB, DUAL FLOPPIES
1	IBM MONOCHROME ADAPTER
1	IBM MONOCHROME DISPLAY
2	CLOCK/CALENDAR (AST)
1	TOSHIBA P1351 PRINTER AND TRACTOR
1	GEMINI 10X PRINTER
2	PRINTER CABLES
2	NOVATION SMARTCAT PLUS INTERNAL MODEM
2	EDP LINE SURGE SUPPRESSORS
2	IBM DOS
2	IBM WORDPROOF SPELLING CHECKER
2	XYWRITE II PLUS WORD PROCESSING SOFTWARE
2	LOTUS 1-2-3 SPREADSHEET
1	EXTENDED BATCH LANGUAGE
1	MAP TOSHIBA PRINTER SUPPORT
2	SYSMATE MENU FRONT END
2	MICROSOFT PROJECT

II.

Equipment Lease Agreement entered into as of the 1st Day of January, 1985, by and between Severn Companies, Inc. as Lessor and Lipan Springs Development Corporation as Lessee.

This Financing Statement covers the above items and all accessions, additions, modifications and increases thereto, substitutions therefor, and products and proceeds thereof, both cash and non-cash, whether now existing or hereafter acquired, directly or indirectly, by Debtor.

Initials



Mailed to Secured Party

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

LIBER - 487 PAGE 221
Identifying File No. 257515

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 10.00

If this statement is to be recorded in land records check here.

This financing statement Dated April 30, 1985 presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cunningham Sand & Gravel, Inc.
Address Box 1073, Crownsville, Md. 21032

2. SECURED PARTY

Name L. B. Smith, Inc.
Address 2001 State Road, Camp Hill, Pa. 17011

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One (1) new Eagle 36" x 25' Sol-Clay Washer with discharge chute, 60 HP motor, S/N 12437

RECORD FEE 10.00
1985 JUL 24 10:48
JUL 24 85

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1985 JUL 24 PM 2:03
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

X _____
(Signature of Debtor)

X _____
Type or Print Above Name on Above Line

James Cunningham
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

R. E. Jordan, II, Asst. Sec'y.

Type or Print Above Signature on Above Line

LIBER - 487 PAGE 222

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 241176

RECORDED IN LIBER 446 FOLIO 26 ON Jan 19, 1982 (DATE)

1. DEBTOR: Name Frank F Yoza III and Jacqueline

Address 815 Oakwood Rd Glen Burnie MD 21061

2. SECURED PARTY: Name Commercial Credit Saving & Loan

Address 612 Ritchie Highway Severna Park MD 21146

Person And Address To Whom Statement Is To Be Returned If Different From Above.

CHECK FORM OF STATEMENT

<p>A. CONTINUATION.....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. RELEASE.</p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate:</p> <p>PARTIAL RELEASE.....<input type="checkbox"/></p> <p>FULL RELEASE.....<input type="checkbox"/></p>	<p>C. TERMINATION.....<input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>
<p>D. ASSIGNMENT.....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)</p>		<p>E. OTHER.....<input type="checkbox"/></p> <p>(Such as "amendment"; if amendment, both Debtor and Secured Party must sign)</p>

RECORD FEE 10.00
POSTAGE .50
#24533 (00) 1982 113:47
JUL 24 85

3. Assignee of Secured Party(ies) from which security information obtainable:

Name Commercial Credit Saving & Loan

Address 612 Ritchie Highway Severna Park MD 21146

Dated June 1, 1985

L.A. Whitesell

(Signature of Secured Party)

L A Whitesell

Type or Print Above Name on Above Line

RECEIVED FOR RECORD
CHESBROUGH COUNTY, MARYLAND

1985 JUL 24 PM 2:04

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

10.50

FINANCING STATEMENT

(To Be Used For Direct Loans And Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Bender Tool Company
(Name or Names—Last Name First)
8425 Garden Road, Pasadena, Maryland 21122
(Address)

2. SECURED PARTY: THE BANK OF GLEN BURNIE
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

3. This Financing Statement covers the following types (or items) of property:

All property, and equipment of Debtor including but not limited to all motor vehicles. The Security Interest of the secured party under this agreement extends to all collateral of the kind which is subject to this agreement which the Debtor may acquire in any time during the continuation of this agreement in connection with the operation of the business of the Debtor.

RECORD FEE 12.00
POSTAGE .50
754528 (7940) 102 113:44
JUL 24 85

- 4. Proceeds of collateral are covered hereunder: YES NO
- 5. Products of collateral are covered hereunder: YES NO
- 6. This transaction (is) ~~(is not)~~ exempt from the Recordation Tax.
- 7. The principal amount of the debt initially incurred is: \$32,000.00

8. Filed with: Clerk of the Circuit Court for Anne Arundel

9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

Dated this 30th day of May, 1985

DEBTOR:

SECURED PARTY:

Bender Tool Company
By: Berwyn Bender, Jr. (Title)
President

THE BANK OF GLEN BURNIE
By: Earl G. Walter (Title)
Executive Vice President

REC'D BY CLERK
CIRCUIT COURT FOR ANNE ARUNDEL
1985 JUL 24 PM 2:08
E. AUBREY COLLISON
CLERK

FOR FILING OFFICER USE	
File No. _____	Date and Hour of Filing _____
Record Reference _____	

Mailed to Secured Party

12.00
50

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.-FORM UCC3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 07649
RECORDED IN LIBER 451 FOLIO 327 ON 7/8/82 (DATE).

1. DEBTOR

Name Mastercraft Interiors, Inc.
Address 1405 Forest Drive, Annapolis, MD

2. SECURED PARTY

Name General Electric Credit Corporation
Address P.O.Box 13337, Chesapeake, VA 23325

RECORD FEE 10.00
MORTGAGE .50
JUL 24 1985

Person & Address to Whom Statement is to be Returned if Different from Above.

3. MATURITY DATE OF OBLIGATION (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other Amendment
(Indicate whether amendment, termination, etc.)

Amend verbage in financial statement to read: (see attached UCC3)

RECORD FEE
MORTGAGE
JUL 24 1985

CLERK

MP

*AMENDMENTS MUST BE SIGNED BY DEBTOR.

GENERAL ELECTRIC CREDIT CORP.

Mastercraft Interiors, Inc. "

By: [Signature]
Signature of Debtor

By: [Signature]
Signature of Secured Party

Dated: 5/30/85

This Additional Sheet is filed with the following instrument:

- (1) As security for any loans and advances made or to be made by you to us, or for our accounts and all other obligations we may owe you, now or in the future, we hereby grant to you a first, prior and continuing security interest in and to the following described collateral:
- a. All of our present and hereafter acquired inventory and the products and proceeds thereof and any and all records pertaining thereto, said inventory including, without limitation, raw materials, components, work in process, finished goods, packing and shipping materials, containers, goods held for lease, goods for which the undersigned is lessor, goods to be furnished under contracts of service, goods previously furnished under contracts of service, materials used or consumed in the undersigned's business, and all personal property hereafter acquired by the undersigned by way of substitution, replacement, return, repossession or otherwise for any of the foregoing and all additions and acquisitions thereto;
 - b. All accounts receivable, which shall for the purposes of this Agreement include, but not be limited to accounts receivable, accounts, chattel paper, instruments, notes, contract rights, conditional sales contracts, chattel mortgages, general intangibles, and any other choses in action now owned or hereafter to be owned by the undersigned, wherever the foregoing may be located now or in the future;
 - c. All proceeds of every kind and character which shall include, but not be limited to proceeds arising from the rental or sale of inventory as hereinabove defined and the collection of accounts receivable as hereinabove defined. Proceeds shall include all receipts received in consideration of the rental or sale of inventory and collection of accounts receivable whether in the form of cash, checks, money orders, drafts, deposits or other remittances;
 - d. All rights arising from any sale, consignment or rental agreement which as arisen or may arise in the future in the regular or ordinary course of our business.

Mailed to Secured Party

STATE OF MARYLAND

257517

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transactions or transactions wholly or partially subject to records-
don't indicate amount of taxable debt here. \$ _____

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Gilbert E. & Mary E. Meile
Address A-6 Holiday Mobile Estates, Jessup, Md. 20794

2. SECURED PARTY

Name Mobile Home Associates
Address Clark Rd., Jessup, Md. 20794

RECORD FEE 12.00
POSTAGE 50
TOTAL 12.50
JUL 24 1965

CONDITIONAL SALES CONTRACT HAS BEEN SIGNED

Person And Address To Whom Statement Is To Be Returned If Different From Above.
ASSIGNEE: PHILADELPHIA SAVINGS FUND SOCIETY, 1234 MARKET ST. 9th FLOOR
MOBILE HOME UNIT, PHILADELPHIA, PA. 19107

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1985 Nashau Mobile Home 80x14 Serial # 15069
Per Manufacture Invoice.

Amount Financed- \$21064.15

Amount Encumbrance-\$53065.80

1965 JUL 24 PM 2:19
E. AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Gilbert E. Meile
(Signature of Debtor)

Gilbert E. Meile
Type or Print Above Name on Above Line

Mary E. Meile
(Signature of Debtor)

Mary E. Meile
Type or Print Above Signature on Above Line

Eugene Martin
(Signature of Secured Party)

Eugene Martin
Type or Print Above Signature on Above Line

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE FILING
FEE AS REQUIRED BY THE MOTOR VEHICLE ADMINISTRATION FOR THE SECURITY
INTEREST FOR THE ABOVE MOTOR VEHICLE HAS BEEN PAID.

DEALER Mobile Home Associates

BY: Eugene Martin

12.50

Mailed to Secured Party

257543

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Rustproofing of Annapolis, Inc. d/b/a
Name Annapolis Ziebart & Body Shop
Address 320 Chinquapin Round Road, Annapolis, MD 21401

2. SECURED PARTY
Name Chief Automotive Systems Inc.
Address 1924 East Fourth Street, Grand Island, NE 68801

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list) One Chief E-Z Liner Frame Straightener, manufactured by Chief Automotive Systems Inc., serial number II7803, used by Debtor in its business, and all accessories, parts and equipment installed on and with the machine at the time of installation, all replacements or substitutions of any thereof, and all proceeds of all the foregoing.

RECORD FEE 11.00
#31540 (D44) R02 714:15
JUL 24 85

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

MP
RECEIVED FOR RECORD
CREDIT COUNTY
1985 JUL 24 PM 2:22
E. AUBREY COLLISON
CLERK

X Charles M Handberg Pres
(Signature of Debtor)
Rustproofing of Annapolis, Inc. d/b/a
Annapolis Ziebart & Body Shop
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

James J. Zima
(Signature of Secured Party)
Chief Automotive Systems Inc.
Type or Print Above Signature on Above Line

Mailed to Secured Party

11.00

LIBER - 487 PAGE 228

257549

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Rosov, Howard Leslie Rosov, Bradley Aaron Rosov, Carrie Suzanne 115 Blackfoot Dr. Arnold, Md. 21012	2. Secured Party(ies) and address(es) VMS National Residential Portfolio II c/o VMS Realty, Inc. 8700 West Bryn Mawr Chicago, IL 60631 Attn: Partnership Finance Dept.	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 13.00 POSTAGE .50 38508 CHAS RD 714014 JUL 24 85
---	---	--

4. This financing statement covers the following types (or items) of property:

Debtor's limited partnership interest in VMS National Residential Portfolio II, an Illinois limited partnership including all of Debtor's rights and interest in said limited partnership and any successor limited partnership and under the limited partnership agreement relating thereto.

RETURN ACKNOWLEDGEMENTS TO
 NATIONWIDE INFORMATION
 488 BROADWAY
 ALBANY, N.Y. 12207

NOT SUBJECT TO RECORDATION TAX



10F077

5. Assignee(s) of Secured Party and Address(es)

RECEIVED FOR RECORD
 CLERK AUDREY COLLISON
 2005 JUL 24 PM 2:23

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with: Anne Arundel Co., MD

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Diana C. Evans, authorized signatory for VMS Realty Partners, attorney-in-fact for VMS National Residential Portfolio II
 By: *Carrie Suzanne Rosov*
 By: *Howard Leslie Rosov + Bradley Aaron Rosov*
 By: *Vicki Wawrzyniak*
 CARRIE ROSOV, HOWARD ROSOV, BRADLEY ROSOV, INVESTORS
 VICKI WAWRZYNIAK, DIRECT. PART. FINANCE
 (1) Filing Officer, Copy-Alphabetical
 STANDARD FORM - FORM UCC-1.
 Signature(s) of Secured Party(ies)
 (For Use In Most States)

Mailed to Secured Party

257550

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)
Kharod, Prabhakar J.
312 Windfern Ct.
Millersville, Md. 21108

2 Secured Party(ies) and address(es)
VMS National Residential Portfolio II
c/o VMS Realty, Inc.
8700 West Bryn Mawr
Chicago, IL 60631
Attn: Partnership Finance Dept.

3. Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
MISTAKE .50
#50757 (040) 402 T14:15
JUL 24 95

4. This financing statement covers the following types (or items) of property:

Debtor's limited partnership interest in VMS National Residential Portfolio II, an Illinois limited partnership including all of Debtor's rights and interest in said limited partnership and any successor limited partnership and under the limited partnership agreement relating thereto.

NOT SUBJECT TO RECORDATION TAX

RETURN ACKNOWLEDGEMENTS TO
NATIONWIDE INFORMATION
488 BROADWAY
ALBANY, N.Y. 12207

10F077

5. Assignee(s) of Secured Party and Address(es)

MP
RECEIVED FOR RECORD
JUL 24 2:24 PM
AUBREY COLLISON
CLERK

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Anne Arundel
Co, MD

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

L. Adams C. Evans, authorized signatory for
VMS Realty Partners, attorney-in-fact for

VMS National Residential Portfolio II
By: VMS Realty Partners, Managing General Partner

11-85 Kharod Prabhakar J. Kharod
Kharod Prabhakar, Investor
Signature(s) of Debtor(s)

Vicki Wambryn
By: VICKI WAMBRYN, DIRECT PART FINANCE
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

Mailed to Secured Party

257551

maryland national bank

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel Court House
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
 Quality Refrigeration Service, Inc. 3103 Magnolia Avenue
 Baltimore, MD 21230

RECORD FEE 15.00

#00876 C237 R01 T14:28

JUL 24 85

6. Secured Party Address
 Maryland National Bank Caton 95 Office
 Attention: William Mahan 1511 Joh Avenue
 Baltimore, MD 21227

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods
- D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Quality Refrigeration Service, Inc.

By Brian B. Mislner President
Brian B. Mislner, President (Seal)

Secured Party
Maryland National Bank

By William Mahan (Seal)
William Mahan, Manager

Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 4/82

15.00

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JUL 24 PM 2:32

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

Collateral Schedule

The following property is "Collateral" for
Leading Edge Computer :

System type: Leading Edge

Qty.	Description	Serial #
1	Leading Edge XT	00058
1	256K/Graphics Card	
1	Color Monitor	001253
1	Key Board	5008
1	Le Word Proc/Multiplan	
1	1550SP 180CPS	100578
1	Printer Cable	

Copy Received. The Undersigned acknowledge(s) receipt of a
 completely filled in copy of this Collateral Schedule

Quality Refrigeration Service, Inc. President
 _____ (Seal) x Brian B. Mislner (Seal)
 Brian B. Mislner, President
 _____ (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) Maryland Limousine Service, Inc. 780 Elkridge Landing Road Linthicum, Maryland 21090	2 Secured Party(ies) and Address(es) Motorola C & E, Inc. P. O. Box 8788 BWI Airport, Maryland 21240	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4 This financing statement covers the following types (or items) of property: All Motorola Communications Equipment and inventory owned or hereafter acquired by debtor. "NOT SUBJECT TO RECORDATION TAX"		5 Assignee(s) of Secured Party and Address(es) Associates Capital Services 793 Elkridge Landing Road Linthicum, Maryland 21090

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with: MD Limousine Tax

By: George Miller Signature(s) of Debtors
 Vice President
 - Filing Officer Copy - Alphabetical

By: Lise Mangerie Signature(s) of Secured Party(ies)
 Contract Specialist

603469 Rev. 12-80

RECORD FEE 11.00
 POSTAGE .50
 #00880 C237 R01 T14:33
 JUL 24 85

MP
 RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1985 JUL 24 PM 2:33
 E. AUBREY COLLISON
 CLERK

Mailed to Assignee



01.00 50



257553

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s) Address(es)
 DJF, Inc 10301 York, Road, Cockeysville, MD 21030
5701 Ritchie Highway, Baltimore, MD 21225

6. Secured Party Address
 Equitable Bank, National Association 100 S. Charles Street
 Attention: Anita L. Evangelisti Baltimore, MD 21201
 Loan Documentation

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors DJF, Inc
 By: Daniel J. Feeley, President (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7/82)

EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 5TH FL.
 BALTIMORE, MARYLAND 21201

Mailed to: _____
 Mailed to Secured Party

11.00
 50

1985 JUL 24 PH 2:30
 E. AUBREY COLLISON
 CLERK

RECORD FEE 11.00
 POSTAGE .50
 1985 JUL 24 11:11
 JUL 24 85

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jon Perdeu & Terry Cummings d/b/a Scenic Lawn's Landscaping
Address P.O. Box 3056, Crofton, Md. 21114

2. SECURED PARTY

Name J. I. Case Co. d/b/a Case Power & Equipment
Address 1223 Dorsey Road, Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1- 1980 Case Vibratory Plow "B" S/N 1204652

Assignee of secured party: J.I. Case Credit Corp.
5790 Widewaters Pky., DeWitt, N.Y. 13214

Exmpt-Conditional Sales Contract signed by debtor - the secured party is the seller

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Jon Perdeu (Signature of Debtor)

Jon Perdeu Type or Print Above Name on Above Line

Terry Cummings (Signature of Debtor)

Terry Cummings Type or Print Above Signature on Above Line

Mailed to Secured Party

J.I. Case Co. d/b/a Case Power & Equip. (Signature of Secured Party)

J.I. Case Co. d/b/a Case Power & Equip. Type or Print Above Signature on Above Line

RECEIVED FOR RECORD CREDIT COURT, BALTIMORE COUNTY

1985 JUL 24 PM 2:31

E. AUDREY COLLISON CLERK

13.00

RECEIVED FEE 13.00
494555 0040 002 114:10
JUL 24 85

257555

LIBER - 487 PAGE 235

FINANCING STATEMENT

(To Be Used For Direct Loans And Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Keys Woodwork, Inc.
(Name or Names—Last Name First)
102 Sandy Beach Drive, Pasadena, Maryland 21122
(Address)

2. SECURED PARTY: THE BANK OF GLEN BURNIE
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

3. This Financing Statement covers the following types (or items) of property:

All property, and equipment of the Debtor including but not limited to all motor vehicles. The Security Interest of the secured party under this agreement extends to all collateral of the kind which is subject to this agreement which the Debtor may acquire in any time during the continuation of this agreement in connection with the operation of the business of the Debtor.

RECORD FEE 12.00
POSTAGE .50
JUL 24 1985 11:04
JUL 24 85

- 4. Proceeds of collateral are covered hereunder: YES NO
- 5. Products of collateral are covered hereunder: YES NO
- 6. This transaction (is) ~~(is not)~~ exempt from the Recordation Tax.
- 7. The principal amount of the debt initially incurred is: \$100,000.00

8. Filed with: Clerk of the Circuit Court for Anne Arundel County

9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

Dated this 29th day of May, 1985

DEBTOR:	SECURED PARTY:
<u>Keys Woodwork, Inc.</u>	<u>THE BANK OF GLEN BURNIE</u>
By: <u>Dan S. Keys, Jr. President</u> Dan S. Keys, Jr. (Title) President	By: <u>Earl G. Walter Executive Vice President</u> Earl G. Walter (Title) Executive Vice President

FOR FILING OFFICER USE	
File No. _____	Date and Hour of Filing _____
Record Reference _____	

Mailed to Secured Party

12.50

MP
RECEIVED FOR RECORD
CLERK OF ANNE ARUNDEL COUNTY
1985 JUL 24 PH 2:38
E. AUBREY COLLISON
CLERK

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)	Secured Party: Avco Financial Services	FILING OFFICER NOTICE: PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.	
	NAME: _____ ADDRESS: 7164 E Furnace Br Rd Glen Burnie, Md CITY & STATE: _____	DATE OF THIS FINANCING STATEMENT 4-19-2	ACCOUNT NO. 20706054 TAB 54 7765
DEBTOR(S) (AND ADDRESSES) 434 B Starwood Dr Glen Burnie, Md. 21061			
Robert L & Barbara Wilhelm			

Filed with: **Clerk of Crt Anne Arundel Co Annapolis, Md**

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECORD FEE 10.00
POSTAGE .50
HR 544 0040 R02 T14:00
JUL 24 95

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

AVCO FINANCIAL SERVICES

(SECURED PARTY)

BY *A. Howard (Cust. Serv.)*
TITLE *REP.*

Lib 449-2938 242253
Dated: *5-22*, 19 *85*

REC'D FOR RECORD
CIRCUIT COURT, ANN. COUNTY
1985 JUL 24 PM 2:40
E. AUBREY COLLISON
CLERK

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
19-1255 (5-81)

100/30

Mailed to Secured Party

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
 (TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
 and/or its Parent, Affiliates or Subsidiaries

FILING OFFICER NOTICE:
 PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: 7164-D E. FURNACE BRANCH ROAD
 CITY & STATE: GLEN BURNIE, MD 21061

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
JAMES W. & EVA PHELPS		09-14-79	
7 IDLEWOOD STREET		ACCOUNT NO.	TAB
GLEN BURNIE	MD	21061	142306772 72

Filed with: CLERK OF CIRCUIT COURT OF ANNE ARUNDEL COUNTY W. GARRETT LARPINORE

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**

(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters, Equipment and Accessories now or hereafter attached thereto;

(b) If checked at left, all household goods, furniture, appliances, and consumer goods of every kind and description owned at the time of the loan secured hereby, or at the time of any refinancing or renewal thereof, or cash advanced under the loan agreement secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECORD FEE 10.00
 POSTAGE .50
 994545 0040 1002 114:01
 JUL 24 85

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the number shown above.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
 (SECURED PARTY) 228178

BY Donnie A. Bridger
 TITLE

Lider 414 Page 498
 Dated: 5/17/85, 19__

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

19-1209 (REV. 3-75)

RECORDED FOR RECORD
 CIRCUIT COURT, ANNE ARUNDEL COUNTY
 1985 JUL 24 PM 2:40
 E. AUBREY COLLISON
 CLERK

Mailed to Secured Party

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries

FILING OFFICER NOTICE:

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: ~~7164 D East Furnace Branch Rd~~
Glen Burnie, Md. 21061
CITY & STATE:

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
Barbara A Graefe		11-14-78	
817 Cedar Branch Dr		ACCOUNT NO.	TAB
Glen Burnie, Md. 21061		50908589	89 2772

~~Recorder~~ Clerk of Circuit Ct Anne Arundel Co Annapolis, Md.

Filed with:

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL

Together with all Tires, Batteries, Radios, Heaters, Equipment and Accessories now or hereafter attached thereto;

(b) If checked at left, all household goods, furniture, appliances, and consumer goods of every kind and description owned at the time of the loan secured hereby, or at the time of any refinance or renewal thereof, or cash advanced under the loan agreement secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECORD FEE 10.00
POSTAGE .50
994593 0040 R02 713459
JUL 24 85

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Lib 394 B 461 Id. 221232

BY *Yany Boyant Admin Asst.*
TITLE

Dated: 5-2- 19 85

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

19-1209 (REV. 3-75)

Mailed to Secured Party

1985 JUL 24 4 PM 2:4
E. AUBREY COLLISON
CLERK

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES** and/or its
Parent, Affiliates or Subsidiaries

FILING OFFICER NOTICE:

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

2-3-997
ADDRESS: 7164-D E. FURNACE BRANCH RD
CITY & STATE: GLEN BURNIE, MD 21061

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
ROBERT S. & THEODORA MERCARDI		07-11-79	
410 HIDEWAY LOOP		ACCOUNT NO.	TAB
GLEN BURNIE MD 21061		21102880	80

File 3565

Filed with: CLERK OF CIRCUIT COURT OF ANNE ARUNDEL COUNTY W. GARRETT LARRIMORE

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters, Equipment and Accessories now or hereafter attached thereto;

(b) If checked at left, all household goods, furniture, appliances, and consumer goods of every kind and description owned at the time of the loan secured hereby, or at the time of any refinance or renewal thereof, or cash advanced under the loan agreement secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECORD FEE 10.00
POSTAGE .50
#97540 (040) 102 113:56
JUL 24 85

RECEIVED FOR RECORD
CIRCUIT COURT ANNE ARUNDEL COUNTY
1985 JUL 24 PM 2:42
E. AUBREY COLLISON
CLERK

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

AVCO FINANCIAL SERVICES
(SECURED PARTY)

Liber 410 PAGE 289 326568

By *Carl Howard Cust. Service Rep.*
TITLE Rep.

Dated: 5-3, 19 85

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

19-1209 (REV. 2-73)

Mailed to Secured Party

10.00 50

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)
R.E. [Signature] 647

Secured Party:
NAME: AVCO FINANCIAL SEPV
ADDRESS: 7164-D FURMACE BRANCH RD
CITY & STATE: GLEN BURNIE MD 21061

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES) HENRY F JONES & SANDRA K JONES		DATE OF THIS FINANCING STATEMENT 06-27-83	
206 KINDER RD		ACCOUNT NO.	TAB
MILLERSVILLE MD		<i>39570127</i>	<i>22</i>
21108		395800122	

Filed with: CLK OF CRT A A CO

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.
<i>1973</i>	<i>Datsun</i>	<i>H</i>		<i>1L6802718</i>		<i>4</i>

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

- (b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
- (c) Other (describe)

I CERTIFY THAT THE FILING FEE AS REQUIRED BY MVA HAS BEEN PAID IN FULL

WITNESS _____ BORROWER *[Signature]*

RECORD FEE 10.00
POSTAGE .50
#82542 (040) 202 113:58
JUL 24 85

1985 JUL 24 PM 2:43
E. AUBREY COLLISON
CLERK

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

AVCO FINANCIAL SERVICES

(SECURED PARTY)

Liber 464 pg 5 248231

BY *[Signature]* **CSK**
TITLE

Dated: *3-11*, 19 *85*

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
19-1255 (5-81)

Mailed to Secured Party

10.50

10.50

STATE OF MARYLAND
FINANCING STATEMENT LIBER - 487 PAGE
FORM UCC-1

242 257562
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 5/30/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. NOT SUBJECT TO RECORDATION TAX

1. DEBTOR

Name IMTRAC INDUSTRIES, INC.

Address 41 Madison Avenue, New York, NY 10010

2. SECURED PARTY

Name 3M GLOBAL TRADING, INC.

Address 3M Center - P.O. Box 33800, St. Paul, Minnesota 55133

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) none

4. This financing statement covers the following types (or items) of property: (list)

All inventory and accounts of debtor.

RECORD FEE 11.00
492580 1040 102 114438
JUL 24 85

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Joel J. Winton
(Signature of Debtor)

IMTRAC INDUSTRIES INC, by
Type or Print Above Name on Above Line

JOEL J. WINTON TREASURER
(Signature of Debtor)

JOEL J. WINTON, TREASURER
Type or Print Above Signature on Above Line

Mailed to Secured Party

K.H.
(Signature of Secured Party)

3M GLOBAL TRADING, INC., by
Type or Print Above Signature on Above Line

K.E. Hjelm, Director

11.00

RECEIVED
JUL 24 1985
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. 257563

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here.

This financing statement Dated May 24, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Phimor Corporation
Address 114 Forbes Street, Annapolis, MD 21401

2. SECURED PARTY

Name 1st American Bank
Address 8910 Rt. 108
Columbia, Maryland 21045
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 12.00
POSTAGE .50
TOTAL 12.50
JUL 24 85

3. Maturity date of obligation (if any) May 31, 1990

4. This financing statement covers the following types (or items) of property: (list)

Lease #850501 between Phimor (Lessor) and B & C Paving, Inc. (Lessee) covering New 1985 Peterbuilt Model 359 Dump Truck Serial #1XP9L29XGFN188608

RECEIVED FOR RECORD
ACCOUNT COURT CLERK
1985 JUL 24 PM 2:54
E. AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Mailed to Secured Party

RICHARD J. MORGAN, Sec/Treas.
Signature of Debtor

Signature of Secured Party

Charless T. Aokons

Type or Print Above Name on Above Line

(Signature of Debtor)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

First Amer. Bank of MD
Type or Print Above Signature on Above Line

12.00
50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247263

RECORDED IN LIBER 461 FOLIO 469 ON 5-10-85 (DATE)

1. DEBTOR

Name Thompson, Raymond C.
2450 Davidsonville Road, Gambrills, Md. 21504
Address Anne Arundel Co., Md.

2. SECURED PARTY

Name International Harvester Credit Corporation
Address P. O. BOX 3140, Cherry Hill, New Jersey 08034

RECORDING FEE
POSTAGE

10.00
.50

REGISTERED MAIL
JUL 24 1985

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECEIVED
JUL 24 1985

1985 JUL 24 PM 2:55
E. AUBREY COLLISON
CLERK

Dated 5-29-85

International Harvester Credit Corporation
Michael M. Rozycki
(Signature of Secured Party)

Michael M. Rozycki
Type or Print Above Name on Above Line

10.00
50

Mailed to Secured Party

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	Maturity Date 3. (optional):
1. Debtor(s) (Last Name First) and Address(es) W.C. BURROUGHS & ASSOC 7146 MONTEVIDEO ROAD JESSUP, MARYLAND 20794	2. Secured Party(ies): Name(s) and Address(es): OKAMOTO CORPORATION 500 INDUSTRIAL DRIVE BENSENVILLE, IL 60106		4. For Filing Officer: Date, Time, No. Filing Office RECORD FEE 11.00 396370 1040 #02 11:42:24 JUL 24 85

5. This statement refers to original Financing Statement No. #05536 C040 R01 T13:19 filed (date) 11/28/84 with Arundel Cty or #05519 filed (date) 11/28/84 with Arundel Cty

6. A. Continuation The original Financing Statement bearing the above file number is still effective.
- B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number. Model 820N S/N 2144 \$17,969.50
- C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
- D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
- E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor is required if Collateral is added.)

Section Block Lot

Filing Fee all items 6 - \$5.00

RICHARD L. LUCAS & ASSOC., LTD.
Attorney for OKAMOTO CORPORATION

By [Signature] (Signature(s) of Debtor(s) (only on amendment))
By [Signature] (Signature(s) of Secured Party(ies))

1100
1100
(9/72) (1) FILING OFFICER COPY - NUMERICAL

STANDARD FORM - FORM UCC-3 - Approved by the Secretary of the Commonwealth of Pa.

1985 JUL 24 PM 3:03
 RECEIVED FOR RECORD
 CLERK AUBREY COLLISON

Mailed to Secured Party

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

Maturity Date 3. (optional):

1. Debtor(s) (Last Name First) and Address(es)
W.C. BURROUGHS & ASSOC
 7146 MONTEVIDEO RD
 JESSUP, MD 20794

2. Secured Party(ies): Name(s) and Address(es):
OKAMOTO CORPORATION
 500 INDUSTRIAL DRIVE
 BENSENVILLE, ILL 60106

4. For Filing Officer: Date, Time, No. Filing Office

RECORD FEE 11.00
 495549 1040 NO2 114:24
 JUL 24 85

5. This statement refers to original Financing Statement No. 05035 C345 filed (date) 11/21/84 with ARUNDEL CTY

6. A. Continuation The original Financing Statement bearing the above file number is still effective.
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number. Model Acc-124N \$24,572.00
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor is required if Collateral is added.)

Section Block Lot

Filing Fee all items 6 - \$5.00

11.00

RICHARD L. LUCAS & ASSOC., LTD.

Attorney for OKAMOTO CORPORATION

By _____
 Signature(s) of Debtor(s) (only on amendment)

By Richard L. Lucas - Atty
 Signature(s) of Secured Party(ies)

(9/72)

(1) FILING OFFICER COPY - NUMERICAL

STANDARD FORM - FORM UCC-3 - Approved by the Secretary of the Commonwealth of Po.

E. ADRIEN COLLISON
CLERK

1985 JUL 24 PM 3:04

RECEIVED FOR RECORD
CIRCUIT COURT BALTIMORE COUNTY

11.00

Mailed to Secured Party

his STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	Maturity Date 3. (optional):
1. Debtor(s) (Last Name First) and Address(es) W.C. BURROUGHS & ASSOC 7146 MONTEVIDEO RD JESSUP, MD 20794	2. Secured Party(ies): Name(s) and Address(es): OKAMOTO CORPORATION 500 INDUSTRIAL DRIVE BENSENVILLE, IL 60106	4. For Filing Officer: Date, Time, No.: Filing Office RECORD FEE 11.00 494568 0040 R02 T14:23 JUL 24 85	

5. This statement refers to original Financing Statement No. _____ filed (date) Nov. '84 with ARUNDEL CT!

6. A. Continuation The original Financing Statement bearing the above file number is still effective.
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number. Model 820N S/N 2149 \$17,209.50
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor is required if Collateral is added.)

Section Block Lot

Filing Fee all items 6 - \$5.00

RICHARD L. LUCAS & ASSOC., LTD.

Attorney for OKAMOTO CORPORATION

Signature(s) of Debtor(s) (only on amendment)

By

(Signature(s) of Secured Party(ies))

(19/72)

(1) FILING OFFICER COPY - NUMERICAL

STANDARD FORM - FORM UCC-3 - Approved by the Secretary of the Commonwealth of Po.

1985 JUL 24 PM 3:04
E. AUDREY COLLISON
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

11/00

Mailed to Secured Party

FINANCING STATEMENT

257507

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

DEBTOR CRAB COVE
(Name or Names)
5622 Belle Grove Road, Baltimore, Anne Arundel Co., Maryland #21225
(Debtor's Address—Street No., City, County, State)

SECURED PARTY I & S ENTERPRISES, INC.
(Dealer's Name)
3022-F Oak Green Ct., Ellicott City, Howard Co., Maryland 21043
(Dealer's Address—Street No., City, County, State)

ASSIGNEE OF SECURED PARTY:

THE CARROLLTON BANK OF BALTIMORE
BALTIMORE STREET AT CARROLLTON AVENUE, BALTIMORE, MARYLAND 21223

1. This financing statement covers the following items of personal property:

Make (if Automobile) Or Manufacturer	Description (if Automobile, Body Type)	Serial No.	Motor No.	Model No.	Year
Geldback Refrig.	Walk-In Cooler - S.C.				
	8'7½" x 20'1½" x 7'6"				
	w/34" x 78" door				
	w/vapor proof Light				
	w/2" dia. dial thermometer				
	w/Rubber Weather Roof				
	w/extra Light				
	w/Stucco Embossed Aluminum - Interior & Exterior				

2. If above described personal property is to be affixed to real property, describe real property:

RECORD FEE 12.00
77066 1540 102 14 921
JUL 24 85

3. This transaction (is) (is not) exempt from the Recordation Tax. Consideration \$ _____

Dated this 15th day of May, 1985

Witness:

J. Stanley Boone
J. Stanley Boone

CRAB COVE

Debtor

Signs

X Raymond Harrington
Raymond Harrington

Debtor

Signs

Attest:

X Karen K. Boone
Karen K. Boone

I & S ENTERPRISES, INC.

Secured

I. J. Spioch - Vice-Pres.

Party

Return to: The Carrollton Bank of Baltimore, Post Office Box 1391, Baltimore, Maryland 21203

77-064

Mailed to assigned

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1985 JUL 24 PM 3:09

E. AUBREY COLLISON
CLERK

12.00

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 257563

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 5-14-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Samuel J. Wittman

Address Chesapeake Mobile Court #79, Hanover, Maryland 21076

2. SECURED PARTY

Name Chesapeake Mobile Homes of Laurel, Inc.

Address P.O. Box 288, Millersville, Maryland 21108

CONDITIONAL SALES CONTRACT HAS BEEN SIGNED. ASSIGNEE: PHILADELPHIA SAVINGS FUND SOCIETY 1234 Market Street, 9th Floor, Mobile Home Unit, Philadelphia, PA 19107 Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1976 Astro, 60 X 14 Used Mobile Home, Serial # APBW7113

RECORD FEE 11.00 JUL 24 85

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECEIVED FOR RECORD CIRCUIT COURT, BALTIMORE COUNTY 1985 JUL 24 PM 3:10 E. AUDREY COLLISON CLERK

Samuel J. Wittman (Signature of Debtor)

Samuel J. Wittman Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Kathleen Douglas, Secretary (Signature of Secured Party)

Chesapeake Mobile Homes, of Laurel, Inc. Type or Print Above Signature on Above Line

Mailed to assigned

11.00

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 252500

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 5-14-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Joseph E. King and Katherine A. King
Address Chesapeake Mobile Home Court #79, Hanover, Maryland 21076

2. SECURED PARTY

Name Chesapeake Mobile Homes of Laurel
Address P.O. Box 288, Millersville, Maryland 21076

CONDITIONAL SALES CONTRACT HAS BEEN SIGNED. ASSIGNEE: PHILADELPHIA SAVINGS FUND SOCIETY
1234 Market Street, 9th Floor, Mobile Home Unit, Philadelphia, PA 19107
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
1976 Astro, 60 X 14, Used Mobile Home, Serial # APBW7113

RECORDING FEE 12.00
POSTAGE .50
1985 JUL 24 11:19
JUL 24 85

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

RECEIVED FOR RECORD
CIRCUIT COURT & CLERK
1985 JUL 24 PM 3:10
E. AUBREY COLLISON
CLERK

Joseph E. King
(Signature of Debtor)

Joseph E. King
Type or Print Above Name on Above Line

Katherine A. King
(Signature of Debtor)

Katherine A. King
Type or Print Above Signature on Above Line

Kathleen Douglas Secretary
(Signature of Secured Party)

Chesapeake Mobile Homes of Laurel, Inc.
Type or Print Above Signature on Above Line

Mailed to ~~Debtor~~ Assignee

12.00
25.00

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No. 257570
(Not to Be) (To Be) Recorded in the Land Records.* strike inapplicable words		
Debtor(s) Name(s) and Address(es) Stanley, Stephen E. Holiday Mobile Estates D-43 Jessup, Anne Arundel Co., MD 20740		Secured Party Name and Address Jacobs Ford Truck Sales, Inc. 8300 Ardwick-Ardmore Road Landover, MD 20785
Assignee of Secured Party C.I.T. Corporation 1301 York Road Lutherville, Md 21093		The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. One (1) 1985 Ford LTL9000 Dump Truck ,S/N1FDYA90W3FVA07072 With 14' R7S Steel Dump Body S/N 85030498 Model 14009660G		
Proceeds of collateral are also covered.		
*If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>Stephen E. Stanley</u>		Secured Party <u>Jacobs Ford Truck Sales, Inc.</u>
By <u>Stephen E. Stanley</u> Title <u>Owner</u> If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.		By <u>Howard M. O'Connor, VP</u> Type or print name of person signing
Type or print name(s) of person(s) signing <u>STEPHEN E. STANLEY, OWNER</u>		Type or print name of person signing <u>HOWARD M. O'CONNOR, VP</u>

RECORD FEE 11.00
 POSTAGE .50
 7/25/85 0049 102 115:15
 JUL 24 85

MP
 RECEIVED FOR RECORD
 CIRCUIT COURT, BALTIMORE COUNTY

1985 JUL 24 PM 3:17
 E. AUBREY COLLISON
 CLERK

11.50

Mailed to ~~_____~~
Assignee

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

MARYLAND TERMINATION STATEMENT

Date May 23 1985

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) name(s) and address: Don R. & Janet Griffith
8125 Crispin Ct
Glen Burnie, MD. 21061

2. Secured Party and address (Type complete corporate name):
Thorp Credit
7966 Crain Hwy
Glen Burnie, MD 21061

3. There is no outstanding secured obligation and there is no commitment to make advances, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows:
Liber 422, Page 15

4. After recording this Termination Statement, the filing officer is requested to deliver or mail it to the Secured Party whose name and address appear above.

SECURED PARTY

THORP CREDIT INC OF MD
(TYPE COMPLETE CORPORATE NAME)

By: [Signature]
Samuel J. Wilson
(Type signature below name)
MANAGER

Mailed to Secured Party

DO NOT TYPE IN MARGINS OUTSIDE THESE LINES

RECEIVED FOR RECORD
CIRCUIT COURT - BALTIMORE COUNTY
1985 JUL 24 PM 3:19

E. AUBREY COLLISON
CLERK

RECORD FEE
POSTAGE
NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

10 00
50

257571

LIBER - 487 PAGE 253

1985 JUL 24 PM 3:20
E. P. COLLISON
CLERK

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Millersville Motors, Inc. 6035 Ritchie Highway Baltimore, Md. 21225	2. Secured Party(ies) and address(es) BarclaysAmerican Financial Inc. P O Box 2500 Hagerstown, Md. 21741
---	---

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
JUL 24 1985 7:15:17
JUL 24 85

4. This financing statement covers the following types (or items) of property:

All instruments, documents of title, policies and certificates of insurance, chattel paper, deposits, intangibles and accounts, including Dealer Participation Accounts maintained by Secured Party, money or other property now or hereafter owned by Debtor, or in which Debtor now has or hereafter acquires an interest and which are now or hereafter in possession of Secured Party or as to which Secured Party now or hereafter controls possession by documents of title or otherwise, and all proceeds of the property herein described.

5. Assignee(s) of Secured Party and Address(es)

Not subject to recordation tax.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Millersville Motors, Inc.

BarclaysAmerican Financial, Inc.

By: [Signature]
Signature(s) of Debtor(s)

By: [Signature]
Signature(s) of Secured Party(ies)

FORM UCC-1. - DEALER

12.00
(1) Filing Officer Copy-Alphabetical

Form No. 3881 (2/85)
Warehouse Control # 11173881

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gary & Judy Shoemaker - T/A
J D S Corporation
Address 201 Baltimore Annapolis Blvd. Severna Park, Maryland

2. SECURED PARTY

Name First Eastern Leasing Corp.
Address 30 E. Padonia Road
Timonium, Md. 21093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

3 - Casio Cash Registers, Model # 4930
Serial #s 6500212, 6500241 & 6200655

RECORD FEE 13.00
MISAGE 50
291574 0040 HQ2 T13423
JUL 24 85

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

[Handwritten Signature]
(Signature of Debtor)

GARY MAYNARD SHOEMAKER
Type or Print Above Name on Above Line

X *[Handwritten Signature]*
(Signature of Debtor)

X JUDY SHOEMAKER
Type or Print Above Signature on Above Line

13-00
50

[Handwritten Signature]
(Signature of Secured Party)

Louise E. Neutze, Vice Pres.
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT BALTIMORE COUNTY
MP

1985 JUL 24 PH 3:25

E. AUBREY COLLISON
CLERK

STATE OF MARYLAND

LIDER - 487 PAGE 255
Identifying File No. 257573

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gary & Judy Shoemaker - T/A Country Liquors, Inc.

Address 303 East Furance Branch Road Glen Burnie, Maryland 21061

2. SECURED PARTY

Name First Eastern Leasing Corp.

Address 30 E. Padonia Road

Timonium, Md. 21093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

2 - Casio Cash Registers, Model #4930
Serial #s 6200691 & 6200694

RECORD FEE 12.00
POSTAGE .50
494593 (040) MO? 115/23
JUL 24 85

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

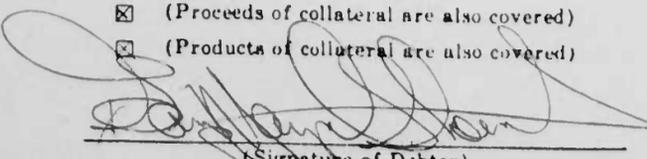
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

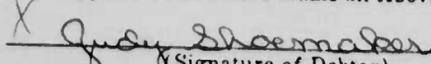
(Products of collateral are also covered)

Mailed to Secured Party

MP
1985 JUL 24 PM 3:25
E. AUSPICK COLLISON
CLERK

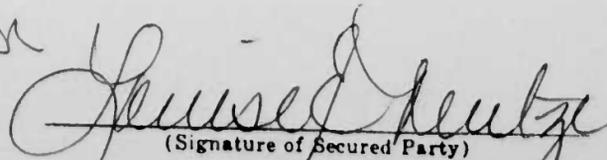

(Signature of Debtor)

GARY MAYNARD SHOEMAKER
Type or Print Above Name on Above Line

X 
(Signature of Debtor)

X JUDY SHOEMAKER
Type or Print Above Signature on Above Line

12.50


(Signature of Secured Party)

Louise E. Neutze, Vice Pres.
Type or Print Above Signature on Above Line

257571

~~Subject~~ (Not Subject) to Recordation Tax **FINANCING STATEMENT** Principal Amount of Debt \$ 10,000.00
This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

BORROWER(S) Name(s) (Last Name first) and Address(es) Nethen, Jan F. Nethen, Shawna Lee 1A1 President Point Drive Annapolis, Md. 21403	SECURED PARTY'S Name and Address MARYLAND NATIONAL BANK 225 N. Calvert Street Baltimore, Md. 21202
--	---

This Financing Statement covers the following types of items of property.
(Describe fully, including where applicable manufacturer's or trade name, model and year, serial number, and whether new or used)

SIGNMAKER IV * SERIAL #1145 - Program Module & Kalligraphia Ltr. Font

Also any accessories or equipment now or hereafter attached to any of above, replacements therefor and proceeds of any of above.

BORROWER(S):

Jan F. Nethen
.....
Jan F. Nethen

Shawna Lee Nethen
.....
Shawna Lee Nethen

SECURED PARTY:

MARYLAND NATIONAL BANK

By *Elaine J. Stevens*
.....
(Authorized Signature)
Elaine J. Stevens

RECORD FEE 12.00
POSTAGE .50
#98502 (040) R02 110138
JUL 24 05

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk. Return to MARYLAND NATIONAL BANK at Mountain Road & Ritchie Hwy., Glen Burnie, ... Md. 21061)

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE

1985 JUL 24 PH 3:41

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

18.50

257575

FINANCING STATEMENT - MARYLAND

No: _____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

DEBTOR: Kelch, Geary S., and Stoner, Dennis K. T/A
Compuvision Computer Center

Type Address of Debtor: 8039 B Ritchie Highway
Pasadena, MD 21122

Filing officer may deliver or mail this Financing Statement after Recording to:

Secured Party: WESTINGHOUSE CREDIT CORPORATION
2000 Oxford Drive, Suite 200A
Bethel Park, PA 15102

RECORD FEE 13.00
PASADENA COUNTY MD 21122
JUL 24 1985

Description of collateral covered by original financing statement.
This financing statement covers the following types (or items) of property:

All of the Debtor's inventory, equipment, accounts, contract rights (including but not limited to any purchase and rental agreements), chattel paper, documents and general intangibles, of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossessions, substitutions, replacements, parts, additions and accessions, thereto and thereof, and all proceeds (including but not limited to cash, instruments, chattel paper, general intangibles and accounts) and products thereof.

Check if covered: Proceeds of Collateral are also covered

MP
RECEIVED FOR RECORD
PASADENA COUNTY
1985 JUL 24 PM 3:59
E. AUBREY COLLISON
CLERK

The underlying secured transaction or transactions being publicized by this Financing Statement are not wholly or partially subject to the recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland, 1962 suppl., as amended.

DEBTOR
Kelch, Geary S., and
Stoner, Dennis K. T/A
Compuvision Computer Center
(TYPE TRADE NAME OF DEBTOR)

SECURED PARTY
WESTINGHOUSE CREDIT CORPORATION
By: Thomas E. McCabe
Thomas E. McCabe
Assistant Regional Credit Manager
(TYPE NAME AND TITLE)

(L. S.) Geary S. Kelch
Dennis K. Stoner
Geary S. Kelch - Partner
Dennis K. Stoner - Partner
(TYPE NAME AND TITLE)

Mailed to Secured Party

13.00

257070

TO BE FILED/RECORDED IN THE FINANCING STATEMENT RECORDS OF:

Anne Arundel County, Maryland

NOT SUBJECT TO RECORDATION STAMP TAXFINANCING STATEMENT

Date: July 24, 1985

DEBTOR: EMBASSY OPTICIANS OF MARYLAND, INC.

RECORD FEE 11.00

POSTAGE .50

#00941 C237 R01 T10:51

SECURED PARTY: PERPETUAL AMERICAN
BANK, F.S.B.7401 Wisconsin Avenue
Bethesda, Maryland 20814

JUL 25 1985

1. Debtor hereby grants and assigns to Secured Party a security interest in all of the collateral hereinafter described in Paragraph No. 3 in accordance with the Uniform Commercial Code for the State of Maryland, as additional security for the repayment of the indebtedness evidenced by a Deed of Trust Note of even date herewith, in the principal sum of ONE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$130,000.00) from Debtor, et. al., payable to the order of Secured Party. The repayment of said indebtedness is also secured by a first lien Deed of Trust of even date herewith, from Debtor, et al., in favor of Secured Party as Beneficiary covering certain real estate as hereinafter described in Paragraph No. 4 hereof.

2. The terms and provisions of said Note and Deed of Trust and a Loan Agreement between Debtor, et al., and Secured Party of even date herewith are hereby incorporated by reference herein and made a part hereof.

3. All of the following types or items of property are covered by and subject to the Security Agreement and Financing Statement hereby created from Debtor to Secured Party:

(a) All machinery, apparatus, building materials, equipment, furniture, fixtures, fittings and articles of personal property of every kind and nature whatsoever now or hereafter located in or upon the hereinafter described real estate or any part thereof, and used or usable in connection with any present or future operation of said real estate and now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, and power equipment, pipes, pumps, tanks, motors, conduits, plumbing, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, heating and air conditioning apparatus and units, shades, awnings, screens, storm doors and windows, stoves, ranges, dishwashers, garbage disposals, refrigerators, attached cabinets, partitions, ducts, compressors, carpets, rugs and floor coverings.

(b) All right, title and interest of the Debtor in and to any and all sales contracts, leases, licenses, permits and approvals relating to or affecting the hereinafter described premises or any portion thereof or any space or right in the improvements now or hereafter erected thereon.

(c) All awards, payments or insurance proceeds, including interest thereon, and the right to receive the same, which may be made with respect to the hereinafter described premises or improvements now or hereafter existing thereon as

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 JUL 25 AM 10:52

E. AUBREY COLLISON
CLERK11.00
.50

the result of (i) the exercise of the right of eminent domain, (ii) the alteration of the grade of any street, or (iii) any other injury to or decreases in the value of said premises or improvements.

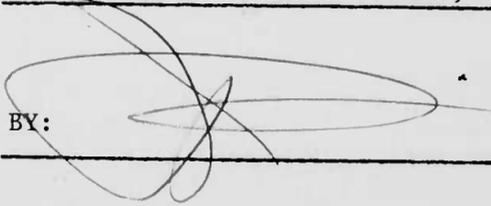
(d) All products and proceeds of the above described collateral and all replacements thereof, additions thereto and substitutions therefor.

4. The above described goods, property, interest and rights are located at, are or are to be affixed to or relate to the real estate and the improvements now or hereafter existing thereon, situated in Anne Arundel Co., Maryland, and being known as 234 Main Street, Annapolis, Maryland and all improvements thereon, as more particularly described in the aforesaid Deed of Trust, recorded or intended to be recorded among the Land Records of the aforesaid County.

5. Debtor hereby agrees that in the event of any default under the terms of said Note, Loan Agreement or Deed of Trust of even date herewith to RICHARD S. LAWTON and WENDY SHARP, Trustees, any such default shall constitute a default under this Security Agreement and Financing Statement, entitling the Secured Party or its assignees to exercise any and all rights and remedies provided in said Note, Deed of Trust or Loan Agreement. All said rights and remedies are cumulative and may be exercised either, concurrently or independently and in such order as Secured Party or its assignees shall determine in its sole and absolute discretion.

"DEBTOR"

EMBASSY OPTICIANS OF MARYLAND, INC.

BY: 

AFTER RECORDING, PLEASE MAIL TO:
WILLIAMS & HUFFMAN, P.A.
8520 Connecticut Avenue, Suite 206
Chevy Chase, Maryland 20815

Mailed to: _____

F/S AA.CO.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. -- FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247090

RECORDED IN LIBER 461 FOLIO 249 ON April 28, 1983 (DATE)

1. DEBTOR

Name SEVERN BUILDERS, INC.

Address 503 Ritchie Highway, Severna Park, Maryland 21146

2. SECURED PARTY

Name PROVIDENT BANK OF MARYLAND

Address 114 E. Lexington Street, Baltimore, Maryland 21202

Weston A. Park, 114 E. Lexington Street, 3rd Floor, Balto. MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input checked="" type="checkbox"/> XX The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p style="text-align: right;">RECORD FEE 13.00 POSTAGE .50 #01011 C040 R01 T12:58 JUL 25 85</p>	

Dated July 15, 1985

SEVERN BUILDERS, INC.
By John F. Connolley, Jr.
John F. Connolley, Jr., President

PROVIDENT BANK OF MARYLAND

By: Robert G. Wheeler, Jr.
(Signature of Secured Party)

ROBERT G. WHEELER, JR. VICE PRESIDENT
Type or Print Above Name on Above Line

RECEIVED IN CLERK'S OFFICE
COURT HOUSE, BALTIMORE COUNTY
1985 JUL 25 PM 12:55
E. AUBREY COLLISON
CLERK
MP

(3.90)
2

BEGINNING for the first at an iron pipe found at the beginning point of the land conveyed from Emma E. Williams and Percy Williams, her husband to Samuel Makal by Deed dated December 4, 1907 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.W. 58, folio 498; thence from said point of beginning, so fixed, and running with the boundary of said land the 10 following courses and distances with bearings corrected and referred to Anne Arundel County Grid System;

- 1) South 10 degrees 25 minutes 20 seconds west 89.10 feet to an iron pipe found at the end of the South 67 degrees 15 minutes 30 seconds West 170.98 foot line of the land conveyed by Lorena M. Wilkinson, widow to Leonard J. Graboski and Frank E. Graboski by deed dated September 24, 1954 and recorded among the Land Records in Liber J.E.H. 868, folio 59, thence running with and binding on a part of the boundary of said land with bearing corrected to the Anne Arundel County Grid System
- 2) South 10 degrees 25 minutes 20 seconds West 88.78 feet to an iron pipe found, thence
- 3) South 27 degrees 25 minutes 20 seconds West 174.00 feet to an iron pipe found, thence
- 4) South 46 degrees 34 minutes 40 seconds East 245.74 feet to an iron pipe found on the southeast side of a 20 foot wide right-of-way described in the last mentioned conveyance to Graboski; thence running with and binding along the southeast side of the 20 foot wide right-of-way
- 5) South 50 degrees 14 minutes 00 seconds West 98.79 feet to a concrete monument found at the northernmost corner of Lot 74, Block A-1, Berrywood, Plat II, recorded among the Plat Records of Anne Arundel County in Plat Book 33, Page 62, thence leaving the Graboski land and running with and binding on the northwest boundary of said Lot 74, and continuing along the southeast side of the 20 foot wide right-of-way
- 6) South 50 degrees 14 minutes 00 seconds West 206.51 feet to an iron pipe found at the southwest corner of Lot 74, thence leaving Lot 74 and continuing with the southeast side of the 20 foot wide right-of-way
- 7) South 50 degrees 14 minutes 00 seconds West 12.00 feet to an iron pipe set on the northeast side of Lower Magothy Beach Road, 30 feet wide, thence crossing said 20 foot wide right-of-way and running with and binding on Lower Magothy Beach Road
- 8) North 75 degrees 18 minutes 00 seconds West 400.00 feet to an iron pipe found at the end of the South 45 degrees 25 minutes 10 seconds West 588.00 foot line of the land conveyed by William L. Duvall, et al to Magothy Forest, Inc. by Deed dated April 21, 1969, and recorded among the Land Records in Liber M.S.H. 2260, folio 194; then running with and binding on said line, reversely, with bearings corrected to the Anne Arundel County Grid System
- 9) North 37 degrees 13 minutes 20 seconds East 588.00 feet to an iron pipe found, thence continuing along the boundary of the Magothy Forest, Inc. land
- 10) North 57 degrees 48 minutes 20 seconds East 246.93 feet to the place of beginning. Containing in all 4.6679 acres of land, more or less.

BEGINNING for the second at a point previously established on the northeast side of Magothy Beach (30 foot) County Road at a point that marks the southeasternmost corner of that conveyance from William V. Stinchcomb and Margaret Stinchcomb, his wife, to Selmon Stinchcomb and Ethel Marie Stinchcomb, his wife, by Deed dated August 11, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.E.H. No. 775, folio 69, thence from the point of beginning so fixed, binding on and with said last mentioned conveyance as corrected for magnetic declination, leaving said side of said road, north 21 degrees 23 minutes 10 seconds east 209 feet to a point; thence leaving said conveyance to Stinchcomb and binding on and with a second out conveyance by Indenture recorded in Liber L.N.P. No. 1804, folio 365, south 66 degrees 54 minutes 50 seconds east 3.55 feet north 20 degrees 51 minutes 10 seconds east 207.34 feet and north 66 degrees 44 minutes 50 seconds west 208 feet to a pipe previously set at a point in the westerly outline of the whole tract; thence binding on and with the original outline of the whole tract, as now surveyed, north 27 degrees 45 minutes 30 seconds east 130.74 feet to an iron pipe here found, thence continuing to bind on said original outline and the southerly outline of Riverdale Forest, Sections I and II, as shown on Plats recorded among the Land Records of Anne Arundel County in Plat Book No. 33, folios 46 and 47, north 73 degrees 57 minutes 20 seconds east 198 feet to a iron pipe here found; north 46 degrees 43 minutes 10 seconds east 99 feet to an iron pipe here found, north 43 degrees 18 minutes 00 seconds east 223 feet to an iron pipe here found, north 85 degrees 06 minutes 30 seconds east 74.00 feet to an iron pipe here found, north 83 degrees, 56 minutes, 20 seconds east 140 feet to an iron pipe here found, north 56 degrees 37 minutes 40 seconds east 66 feet to an iron pipe here found, north 40 degrees 17 minutes 30 seconds east 109.50 feet to an iron pipe here found near the shore line of Old Man's Creek; thence south 81 degrees 03 minutes 20 seconds east 268.50 feet to a point in the marsh or low ground of Old Man's Creek; thence north 19 degrees 26 minutes 30 seconds east 66 feet, and south 75 degrees 23 minutes 20 seconds east 369.87 feet to a point where the northerly outline of the Stinchcomb property coincides with the southerly boundary of Riverdale Forest, Sections I and II, thence leaving Riverdale Forest and still running in the low grounds of Old Man's Creek, south 28 degrees 52 minutes 30 seconds west 213.34 feet to a point on the southerly shore line of Old Man's Creek, thence leaving the shore line of Old Man's Creek and still binding on the original outline, south 28 degrees 52 minutes 30 seconds west 450.20 feet to an iron pipe, south 67 degrees 36 minutes 50 seconds west 170.71 feet to an iron pipe that marks the intersection of the original Stinchcomb boundary and that conveyance to Samuel Makal, by Indenture recorded in Liber G.W. No. 58, folio 498, thence binding on and with the common boundary as last mentioned, north 18 degrees 34 minutes 30 seconds east 89.10 feet, south 65 degrees 56 minutes 20 seconds west 246.53 feet and south 45 degrees 25 minutes 10 seconds west 588 feet to a point on the northeast side of Magothy Beach Road; thence binding on and with said side of said road, north 67 degrees 04 minutes 50 seconds west 171.85 feet and north 67 degrees 24 minutes 20 seconds west 184.62 feet to the point of beginning.

The hereinabove two parcels of ground BEING AND INTENDED TO BE, all those lots and parcels of ground including the beds of any streets, roads, courts, recreation areas, flood plains, creeks, and easement areas, all as set forth on that certain Subdivision Plan entitled, "Revised Magothy Forest", which Plat is recorded among the Land Records of Anne Arundel County as Plat No. 4652, Plat Book 89, folio 27.

Willed to Secured Party

257577

LIBER - 487 PAGE 263

RECORD FEE 11.00

POSTAGE .50

#00927 C237 R01 T09:52

JUL 25 1985

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Canterna, John C. 336 Double Eagle Drive Linthicum, MD 21090	2. Secured Party(ies) and address(es) Airport Hotel Investors, L.P. 116 West Water St. Dover, DE 19903	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: See Exhibit A, attached hereto made a part hereof and incorporated herein by reference.		5. Assignee(s) of Secured Party and Address(es) Continental Bank 1500 Market St. Philadelphia, PA 19102

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: _____

John C. Canterna by Philip S. Cottone, Attorney-in-Fact
 Airport Hotel Investors, L.P. by Philip S. Cottone, General Partner

By: *[Signature]* Title: _____
 Signature(s) of Secured Party(ies) (For Use In Most States)

(1) Filing Officer Copy-Alphabetical **STANDARD FORM - FORM UCC-1.**

*Cohen, Shapiro,
 Palisher, Shekman
 + Cohen,
 PSFS Bldg.
 12 South 12th St.
 Philadelphia, PA
 19107*

RECEIVED FOR RECORD
 CIRCUIT COURT, D.A. COUNTY
 1985 JUL 25 PM 2:26
 E. AUBREY COLLISON
 CLERK

LIBER - 487 PAGE 264

EXHIBIT A

All of the Debtor's rights and interests in and to Debtor's Limited Partnership interest in Airport Hotel Investors, L.P. a Delaware Limited Partnership (the "Partnership") and any successors thereto, and all of the Debtor's rights and interest in and under the Restated Agreement and Certificate of Limited Partnership, as it may be amended from time to time, the net profits and net losses of the Partnership, and any distributions of any nature whatsoever by the Partnership and proceeds of any of the foregoing.

Mailed to Secured Party

Anne Arundel

Please send receipt to:

Sperry New Holland
Branch 10
500 Diller Ave.
New Holland, Pa 17557

LIBER - 487 PAGE 265

257573

FINANCING STATEMENT
(NOT SUBJECT TO RECORDATION TAX)

FILE NO. _____

This Financing Statement dated _____ is presented to filing officer for filing pursuant to the Uniform Commercial Code:

1. DEBTOR

Name: William Lerner

Address: 2 Brick Church Rd. Edgewater, Md 21037

2. SECURED PARTY

Name: Sperry Corporation, Sperry New Holland d/ta
Sperry New Holland Cerisville

Address: P.O. Box A Frederick, Md. 21701

RECORD FEE 11.00

3. ASSIGNEE

Name: Sperry New Holland Credit Corp. IN
Branch 10
500 Diller Avenue
New Holland, PA 17557

#00930 0237 R01 T10:01

JUL 25 85

4. Maturity date of obligation (if any) _____ Proceeds of Collateral are also Covered.

5. This Financing Statement covers the following types (of items) of property:

NH 158 Ladder SN X0102

William Lerner
(SIGNATURE OF DEBTOR)

William LERNER
TYPE OR PRINT SIGNATURE ON ABOVE LINE

(SIGNATURE OF DEBTOR)

TYPE OR PRINT SIGNATURE ON ABOVE LINE

Sperry New Holland Cerisville

Robert D. Dinsmore by Ame
(SIGNATURE OF SECURED PARTY)

ROBERT D. DINSMORE, STORE MANAGER
TYPE OR PRINT SIGNATURE ON ABOVE LINE

209099 REV. 4/83

MARYLAND

PRINTED IN U.S.A.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JUL 25 PM 2:27

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

11.00

NOTE: This instrument is not subject to recordation tax.

SECURITY AGREEMENT AND FINANCING STATEMENT

(Uniform Commercial Code - Secured Transactions)

DATED: July 17, 1985

Debtor:

Paul M. Pearson
Church Circle
Annapolis, Maryland 21401

RECORD FEE 17.00

POSTAGE .50

#01201 C237 R01 113:08

Secured Party:

H. Stern and Company
10400 Connecticut Avenue
Kensington, Maryland 20850

JUL 26 85

1. Debtor hereby grants to Secured Party, and to the successors in interest and assigns of the Secured Party, a security interest in the property described in Paragraph 3, in accordance with the provisions of the Uniform Commercial Code of the State of Maryland (hereinafter referred to as the "UCC"), and does hereby irrevocably pledge, encumber and hypothecate said property described in Paragraph 3 to the Secured Party, as security for the timely, prompt, complete and faithful payment, performance, discharge and satisfaction of all covenants, agreements, duties, undertakings, liabilities, requirements, promissory notes, debts, expenses, assurances, representations, warranties and other obligations of any and every nature whatsoever heretofore, now or hereafter existing, undertaken, made, imposed upon, required of, owed by or otherwise allocable to the Debtor under the terms and provisions of the series of promissory notes dated July 17, 1985 issued by Debtor and Spa Creek Associates to Secured Party under a loan agreement dated July 17, 1985.

2. It is hereby expressly agreed that in the event of any default in the prompt, timely and complete payment performance, satisfaction and discharge of any one (1) or more of Debtor's Obligations hereby secured, when and as required under the terms and provisions of the aforesaid promissory notes and other documents collateral thereto, any such default shall constitute a default owed Debtor under this Security Agreement, and shall entitle the Secured Party to exercise any and all rights and remedies herein provided, or as provided under the UCC and/or any other applicable laws, in addition to and without limitation of all other rights and remedies provided for in the aforesaid Notes. All of the aforesaid rights and remedies of Secured Party shall be cumulative, and may be exercised either concurrently or independently and in such order and manner as the Secured Party may determine in its sole and absolute discretion.

LAW OFFICES
BERNSTEIN & FELDMAN, P.A.
ATTORNEYS AT LAW
79 WEST STREET
P.O. BOX 591
ANNAPOLIS, MD. 21404

ANNAPOLIS (301) 267-9010
BALTIMORE (301) 269-1031
WASHINGTON (301) 261-2926

17.00
RC

RECORDED FOR RECORD
SECURITY AGREEMENT

1985 JUL 26 PM 1:09

E. AUBREY COLLISON
CLERK

3. All of the following property (herein sometimes called the "Collateral") is made subject to this Security Agreement and Financing Statement (herein sometimes called the "Security Agreement"), and to the security interests hereby granted to and conferred upon Secured Party by Debtor, and shall extend thereto:

(a) All of Debtor's rights, title and interests in and to his general partnership interests existing on the date hereof (namely 50%) and as it shall increase or decrease from and after the date hereof, in the Cock and Bull Partnership, a Maryland Partnership formed, and duly existing, as a partnership under the Maryland Uniform Partnership Act (the "Partnership"), and his entire capital account allocable thereto, and in and to all of his interests in the assets and properties of said Partnership.

(b) All income, monies, distributions of cash-flow, profits, rents, accounts receivable, proceeds of any sale or refinancing, depreciation and other tax losses and benefits, and other payments and rights of any nature whatsoever allocable to the Debtor's aforesaid interest in the Partnership and in its assets and properties;

(c) The proceeds and products of said Collateral are included in the security interests hereby created; including also without limitation any form of securities, stock, cash or other distributions, dividends and other evidences of ownership to which the aforesaid interest of the Debtor in the Partnership may be converted or which may result from any such conversion in the event of any dissolution, liquidation, reorganization, recapitalization or other change in the capital structure or legal entity of the Partnership.

4. It is further agreed that in the event of any default of Debtor hereunder or under the aforesaid notes, then and thereafter all of the portions of the aforesaid Collateral which may become distributable to the Debtor in respect of its interest in the Partnership (including without limitation distributions of cash-flow, profits, earnings, proceeds of sale or refinancing of Partnership property), shall be applied on account of the payment and discharge of Debtor's Obligations in respect of which the Debtor is in default, and Debtor shall remain liable for any deficiencies necessary to fully discharge its obligations and to cure such default; the foregoing procedure to apply during the pendency of any such default of Debtor until the same is fully cured, after which such distributions allocable to the Debtor's Partnership interest may be distributed to it until the occurrence of any other default of Debtor as aforesaid (whereupon the foregoing procedures shall again apply).

5. It is expressly understood and agreed that in the event Debtor desires to sell, transfer, exchange, assign, convey, hypothecate, mortgage, pledge or otherwise encumber, or disposes of the Collateral, or any part thereof (a "Transfer"), Debtor shall give twenty-one (21) days prior written notice, in the manner hereinafter provided, to Secured Party that Debtor desires to effectuate a Transfer. Such notice shall describe the proposed Transfer in reasonable detail, and the cash, property or other consideration to be received by Debtor as a

LAW OFFICES
BERNSTEIN & FELDMAN, P.A.
ATTORNEYS AT LAW
78 WEST STREET
P.O. BOX 591
ANNAPOLIS, MD. 21404

ANNAPOLIS (301) 267-9010
BALTIMORE (301) 269-1031
WASHINGTON (301) 261-2926

result of the proposed Transfer. In the event of any dissolution or liquidation of the Partnership or the sale or refinancing of Partnership properties and assets, all proceeds of any such transaction or occurrences which may be distributable to Debtor shall first be applied to the curing of any Obligations of Debtor under the aforesaid notes and this Security Agreement prior to any distribution thereof to Debtor; and Debtor shall remain liable for any deficiency necessary to fully cure such defaults.

6. Debtor hereby represents and warrants to Secured Party that Debtor is the sole owner of all legal and beneficial rights, title and interest in and to the Collateral, and that said Collateral has not been heretofore encumbered in any manner, and that Debtor has the full and lawful right to pledge said Collateral and to grant the security interests therein to and in favor of Secured Party as herein provided.

7. In case of any default of Debtor hereunder or under the aforesaid notes, and in addition to all other rights and remedies available to Secured Party hereunder and under the UCC and other applicable laws, the Secured Party shall have the right to sell all of the Collateral (or such portions thereof as it may determine), at public or private sale(s) and without notice to Debtor, first in reimbursement to Secured Party of all costs, expenses and attorneys' fees incurred by Secured Party in enforcing its remedies, and next to apply the proceeds of such sale(s) to the payment and performance of all of Debtor's notes and the balance (if any) of such proceeds shall be paid to Debtor or the party or parties then owning the Collateral. To facilitate the exercise and enforcement by Secured Party of its rights and remedies hereunder with respect to the Collateral, the Debtor has simultaneously herewith executed and delivered to Secured Party the Assignment of General Partner Interests attached hereto (the "Conditional Assignment"). In case of any default of Debtor hereunder or under the aforesaid notes, Secured Party shall be entitled at any public or private foreclosure sale hereunder to complete action and deliver such document and any other instruments necessary to effectuate the sale or other conveyance of the Collateral to the Purchaser(s) at such foreclosure sale; and the Debtor agrees promptly upon request of Secured Party to execute and deliver all such additional documents or as may be necessary to effectuate the provisions and remedies hereof for the benefit of Secured Party and the Purchaser at any such foreclosure sale. The Debtor, the Secured Party and the general partner(s) of the Partnership shall join in execution and recording of any documents necessary to enable Secured Party or the Purchaser at foreclosure hereunder to lawfully transfer the Collateral to Secured Party or such Purchaser and as may be necessary to confirm such transfers of record and the admission of the Purchaser as successor partners to Debtor, including without limitation any amendment to the Partnership Agreement and Certificate. Secured Party at its option may be a purchaser at any such foreclosure sale hereunder.

8. The exercise by Secured Party of any rights and remedies herein contained or provided for under the UCC or other laws shall not discharge or release the liability of the Debtor under the terms and provisions of the Partnership Documents or this Security Agreement.

LAW OFFICES
BERNSTEIN & FELDMAN, P.A.
ATTORNEYS AT LAW
78 WEST STREET
P.O. BOX 591
ANNAPOLIS, MD 21404

ANNAPOLIS (301) 267-9010
BALTIMORE (301) 269-1031
WASHINGTON (301) 261-2926

9. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and restrictions herein contained).

10. When the Debtor has fully and finally paid, discharged, performed and completed all of the Obligations, and provided that it is not in default hereunder or under the aforesaid notes in any respect, the Conditional Assignment will be returned to Debtor (unless said document has theretofore been executed and delivered pursuant to exercise of Secured Party's rights and remedies hereunder).

11. All notices hereunder shall be given in writing by certified or registered first class, U.S. mail, return receipt requested, postage prepaid, addressed to the Debtor and Secured Party at their respective addresses indicated hereinabove, or at such other address as either party for itself may designate in writing to the other.

DATED: July 17, 1985.

WITNESS:

SECURED PARTY:

[Signature]

M. H. STEIN and Company, Inc.

[Signature] (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

[Signature]

[Signature] (SEAL)

DEBTOR:

PAUL M. PEARSON

LAW OFFICES
BERNSTEIN & FELDMAN, P.A.
ATTORNEYS AT LAW
79 WEST STREET
P.O. BOX 591
ANNAPOLIS, MD. 21404

ANNAPOLIS (301) 267-9010
BALTIMORE (301) 269-1031
WASHINGTON (301) 261-2926

Mailed to: _____

257621

LIBER - 487 PAGE 270

NOT SUBJECT TO
RECORDATION TAX

FINANCING STATEMENT

TO BE RECORDED AMONG	RECORD FEE	13.00
(1) SDAT - Financing Statement Records	POSTAGE	.50
(2) ANNE ARUNDEL COUNTY- Financing Statement Records	#01319 C237 R01 T15:50	JUL 26 85

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code'

1. NAME AND ADDRESS OF DEBTOR ANNE ARUNDEL COUNTY, MARYLAND
Arundel Center
Annapolis, MD 21401
2. NAME AND ADDRESS OF SECURED PARTY EQUITABLE BANK, N.A.
100 South Charles Street
Baltimore, MD 21201
ATTN: Joseph V. Prado,
Vice President

MP
RECORDED
ANNE ARUNDEL COUNTY
1985 JUL 26 PM 3:55
E. AUBREY COLLISON
CLERK

3. This Financing Statement covers the following types (or items) of property:

(a) All of the Debtor's right, title and interest in and to and remedies under all of the following documents and any and all other documents evidencing or securing the Loan (hereinafter defined), and all extensions, renewals and modifications thereof, amendments and supplements thereto and substitutions therefor, and including (without limitation) any and all security referred to therein (collectively, the "Documents"):

(i) the Bond Agreement dated as of July 25, 1985 (the "Closing Date") by and among the Debtor, the Secured Party, and Equitable Bank, N.A., as Construction Fund Agent (the "Bond Agreement") and the Loan Agreement dated as of the Closing Date by and between Annapolis Commerce Park Limited Partnership (the "Borrower") and the Debtor (the "Loan Agreement"), (collectively, the "Loan Documents");

13.00 .50

(ii) the Deed of Trust dated as of the Closing Date between the Borrower, as grantor, and Joseph V. Prado and Richard T. McCarter as Trustees, covering certain real property described therein, as per plat of subdivision known as Annapolis Commerce Park in Annapolis, Anne Arundel County, Maryland, and certain other property described therein (collectively, the "Property"), and recorded, or intended to be recorded, among the Land Records of Anne Arundel County, Maryland;

(iii) the Guaranty Agreement dated as of the Closing Date, executed and delivered by Peter C. Gabardini, Jr. and Lilja A. Gabardini; and

(b) All "Pledged Revenues" in connection with the loan being made by the Debtor to the Borrower from the proceeds of the Debtor's Anne Arundel County, Maryland Economic Development Revenue Bonds (Annapolis Commerce Park Project), 1985 Series, dated the Closing Date (the "Bonds"), which loan is being made pursuant to the Loan Agreement, and is evidenced by the Bonds, condemnation awards and insurance proceeds (as defined in the Loan Documents), and any other payments required or provided for by the Loan Documents.

(c) All moneys which are at any time or from time to time on deposit in the Construction Fund established pursuant to the Bond Agreement.

(d) All of the Debtor's right, title and interest in and to and remedies with respect to any and all other property of every description and nature from time to time by delivery or by writing of any kind conveyed, pledged, assigned or transferred, as and for the Debtor or by anyone on its behalf or with its written consent, to the Secured Party.

Notwithstanding the foregoing provisions, there shall be excluded from the property described in this paragraph 3 all rights of the Debtor to (i) reimbursement and indemnification pursuant to the Loan Agreement and all enforcement remedies with respect to the foregoing, (ii) receive notices under any of the Documents, and (iii) make any determination and grant approval or consent to anything in the Documents requiring the Debtor's determination, consent or approval.

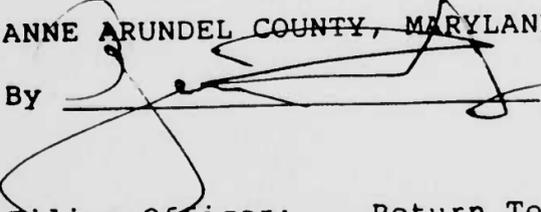
4. Proceeds and products of the collateral are also covered. As used in this Financing Statement, "Proceeds" means all proceeds and products within the meaning of the Maryland Uniform Commercial Code, and shall include the proceeds of any and all insurance policies.

LIBER - 487 PAGE 272

5. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party under and pursuant to the Loan Documents as security for the Bonds, which is being issued pursuant to the Maryland Economic Development Revenue Bond Act. The Bonds do not constitute an indebtedness or charge against the general credit or taxing powers of the Debtor, and does not constitute or give rise to any pecuniary liability of the Debtor.

Debtor:

ANNE ARUNDEL COUNTY, MARYLAND

By 

Filing Officer: Return To

Ms. Carol Seydel
Legal Assistant
Piper & Marbury
36 South Charles Street
Baltimore, MD 21201

Mailed to

257530

④

LIBER - 487 PAGE 273

NOT SUBJECT TO
RECORDATION TAX

FINANCING STATEMENT

RECORD FEE 38.00

POSTAGE .50

#01320 C237 R01 T15:5.1
JUL 26 85

TO BE RECORDED AT

- (a) SDAT - Financing Statement Records
- (b) ANNE ARUNDEL COUNTY - Financing Statement Records
- (c) ~~ANNE ARUNDEL COUNTY - Land Records~~

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

- 1. NAME AND ADDRESS OF DEBTOR
ANNAPOLIS COMMERCE PARK LIMITED PARTNERSHIP
910F Bestgate Road
Annapolis, MD 21401
- 2. NAME AND ADDRESS OF SECURED PARTY
ANNE ARUNDEL COUNTY, MARYLAND
Arundel Center
Annapolis, MD 21401
- 3. NAME AND ADDRESS OF ASSIGNEE
EQUITABLE BANK, N.A.
100 South Charles Street
Baltimore, MD 21201
ATTN: Joseph V. Prado, V.P.

4. This Financing Statement covers the following types (or items) of property:

(a) all the real property (the "Land") located in Anne Arundel County, Maryland described in Schedule A to this Financing Statement together with all improvements (the "Improvements") and certain equipment listed in Schedule B to this Financing Statement (the "Equipment") now or hereafter located on such property;

(b) all other fixtures, machinery and equipment, furnishings, tangible personal property and building materials now or hereafter ordered for eventual delivery to the Land described in Schedule A and intended to be incorporated into the Improvements (whether or not delivered thereto) and all such as are now or hereafter located in or upon said Land or any part thereof or attached to such Land and now owned or hereafter acquired by Grantor and including all other equipment installed or to be installed or used or usable in the operation of the building or buildings and appurtenant facilities erected or to be erected in or upon the said Land, together with all additions thereto and replacements thereof;

38.00
50

-1-

1985 JUL 26 PM 3:55

E. AUBREY COLLISON
CLERK

(c) all (i) the rights, alleys, ways, waters, easements, tenements, privileges, advantages, accessions, hereditaments and appurtenances belonging or in any way appertaining to the Land and other property described above, (ii) the reversions, remainders, earnings, revenues, rents, issues and profits thereof, and (iii) any right, title, interest or estate hereafter acquired by Grantor therein;

(d) all proceeds derived from any taking by condemnation or eminent domain proceedings or transfer in place or in anticipation thereof of all or any part of the property described in these Granting Clauses;

(e) all leases, guarantees of leases and licenses now existing or hereafter made of any property described in these Granting Clauses and the rents therefrom, and any award made hereafter to Grantor in any court procedure involving any lessee or licensee of such property in any bankruptcy, insolvency or reorganization proceeding in any court, and any payment made by any lessee or licensee in place of rent for any such property;

(f) all construction or improvement work in progress on any of the property described above;

(g) all of the right, title and interest of Grantor in and to all plans and specifications, architects' drawings, surveys, construction, renovation or refurbishing of any such lands, buildings, structures or other improvements and any and all other documents, contract rights, and other materials (the "Construction Documents") now or hereafter developed by Grantor, its employees, agents or independent contractors in connection therewith;

(h) all proceeds of any reconveyance of the real property described in Schedule A to this Financing Statement;

(i) any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any and all insurance policies covering any of the property described above.

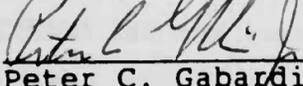
5. Proceeds of the collateral are also covered. As used in this Financing Statement, "Proceeds" means all proceeds and products within the meaning of the Maryland Uniform Commercial Code, and shall include the proceeds of any and all insurance policies.

6. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party

(or for the benefit of the Secured Party) under and pursuant to the Deed of Trust and under and pursuant to the Bond Agreement dated as of July 25, 1985 by and among the Secured Party, ~~the~~ and the Assignee ~~and Equitable Bank, N.A. as Construction Fund Agent~~ (the "Bond Agreement") and the Loan Agreement dated as of July 25, 1985 by and between the Secured Party and the Debtor (the "Loan Agreement") as security for the loan made by the Secured Party to the Debtor under and pursuant to the Loan Agreement. Such security interest had been assigned by the Secured Party to the Assignee under the Bond Agreement as security for the Secured Party's Anne Arundel County, Maryland Economic Development Revenue Bonds (Annapolis Commerce Park Project), 1985 Series (the "Bonds").

Debtor:

ANNAPOLIS COMMERCE PARK
LIMITED PARTNERSHIP

By 
Peter C. Gabardini
General Parnter

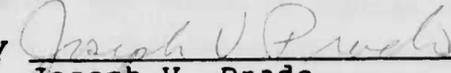
Secured Party:

ANNE ARUNDEL COUNTY, MARYLAND

By 

Assignee:

EQUITABLE BANK, N.A.

By 
Joseph V. Prado
Vice President

Filing Officer: Return To:

Ms. Carol A. Seydel
Legal Assistant
Piper & Marbury
36 South Charles Street
Baltimore, MD 21201

SCHEDULE A

DESCRIPTION OF REAL PROPERTY

DESCRIPTION OF
5.299 ACRES MORE OR LESS
PART OF THE RESIDUE OF ANNAPOLIS COMMERCE PARK
SECOND TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at an iron pipe now set on the west side of Industrial Drive (60 foot wide) said point being further located North 16 degrees 42 minutes 16 seconds West 498.28 feet from the southeastern corner of the Annapolis Commerce Park as shown on a minor subdivision plat recorded among the Land Records of Anne Arundel County, Maryland in Liber 3749 Folio 324, and also being distant South 16 degrees 42 minutes 16 seconds East 245.65 feet from the beginning of the South 16 degrees 42 minutes 16 seconds East 723.90 foot line of the conveyance by The Annapolis Concrete Company to Annapolis Commerce Park Limited Partnership by deed dated January 24, 1983 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3584 Folio 795, thence from said point of beginning being so fixed and said Industrial Drive and running with the north side of Commerce Road (60 foot wide), with meridian referred to Maryland State Grid North, as surveyed, and running through a part of said conveyance,

South 28 degrees 17 minutes 44 seconds West, 35.35 feet,
to an iron pipe set, thence leaving said conveyance and running through a part of Parcel I of the conveyance by Kenneth F. Morcombe, II, Personal Representative of the Estate of Kenneth F. Morcombe, deceased, to Annapolis Commerce Park Limited Partnership by deed dated September 16, 1982 and recorded among the said Land Records in Liber 3526 Folio 220,

South 73 degrees 17 minutes 44 seconds West, 604.83 feet
to an iron pipe now set, thence leaving said Commerce Road and running,

LIBER - 487 PAGE 277

North 16 degrees 42 minutes 16 seconds West, 6.67 feet,
to an iron pipe set, and
North 55 degrees 53 minutes 37 seconds West, 172.75 feet,
to the beginning of the North 13 degrees 12 minutes East 119.0 foot line of said Parcel
I, thence running with the westernmost outline of said Parcel I,
North 13 degrees 12 minutes 00 seconds East, 119.00 feet, and
North 07 degrees 34 minutes 00 seconds East, 89.16 feet,
thence leaving said westerly outline and running across part of the residue of Annapolis
Commerce Park as shown on the above mentioned minor subdivision plat and said Parcel
I of said conveyance,
North 73 degrees 17 minutes 41 seconds East, 407.01 feet,
to an iron pipe set,
North 16 degrees 42 minutes 16 seconds West, 43.00 feet,
to an iron pipe set, and
North 73 degrees 17 minutes 44 seconds East, 216.00 feet,
to an iron pipe now set on the easterly outline of Annapolis Commerce park, thence with
said easterly outline and with the west side of Industrial Drive,
South 16 degrees 42 minutes 16 seconds East, 74.17 feet,
to an iron pipe now set, thence running,
With a curve to the left having a radius of 55.00 feet and an arc length of 31.03
feet and a chord South 57 degrees 29 minutes 12 seconds East, 30.62 feet,
to an iron pipe now set, thence running,
South 16 degrees 42 minutes 16 seconds East, 245.65 feet,
to the point of beginning.

CONTAINING 5.299 Acres more or less according to a survey and plat prepared by
McCrone, Inc., in July, 1985.

BEING a portion of said Parcel I of the conveyance to Annapolis Commerce Park Limited
Partnership by deed dated September 16, 1982 recorded among the Land Records of Anne
Arundel County, Maryland in Liber 3526 Folio 220, and also being a part of said conveyance
by The Annapolis Concrete Company to Annapolis Commerce Park Limited Partnership by
deed dated January 24, 1983 and recorded among the Land Records of Anne Arundel County,
Maryland in Liber 3584 Folio 795.

THIS description is subject to a title search.

THE above described 5.299 Acres more or less, being subject to the following common use access and parking easements, and 100 year flood plain area:

A 30 foot wide common use access easement being more particularly described as follows:

BEGINNING for the same at a point in the north side of Commerce Road (60 foot wide) said point being further located North 73 degrees 17 minutes 44 seconds West 60.0 feet from the westerly end of the said north side of Commerce Road, thence from said point of beginning so fixed and running with the centerline of a 30 foot wide common use access easement the following two courses and distances,

North 16 degrees 42 minutes 16 seconds West, 170.00 feet, and

North 11 degrees 07 minutes 25 seconds East, 175.27 feet,

to the end of said 30 foot wide common use access easement.

A variable width common use access easement being more particularly described as follows:

BEGINNING for the same at the end of the ninth or North 73 degrees 17 minutes 44 seconds East, 216.00 foot line of the above described 5.299 Acres more or less, thence from said point of beginning being so fixed and running with part of the outline of Annapolis Commerce Park,

South 16 degrees 42 minutes 16 seconds East, 70.00 feet,

thence leaving said outline and running across part of the above described 5.299 Acres more or less, the following courses and distances:

North 80 degree 08 minutes 22 seconds West, 67.08 feet, and

South 73 degrees 17 minutes 44 seconds East, 156.00 feet

to a point in the outline of the above described 5.299 Acres more or less, thence with part of said outline the following two courses and distances,

North 16 degrees 42 minutes 16 seconds West, 40.00 feet, and

North 73 degrees 17 minutes 44 seconds East, 216.00 feet

to the point of beginning.

A common use parking easement being more particularly described as follows:

ENCLOSING for the same at the end of the seventh or North 73 degrees 17 minutes 44 seconds East, 407.01 foot line of the above described 5.299 Acres more or less, thence leaving said beginning point so fixed and running through a part of said parcel the following course and distances:

South 16 degrees 42 minutes 16 seconds East, 85.00 feet,

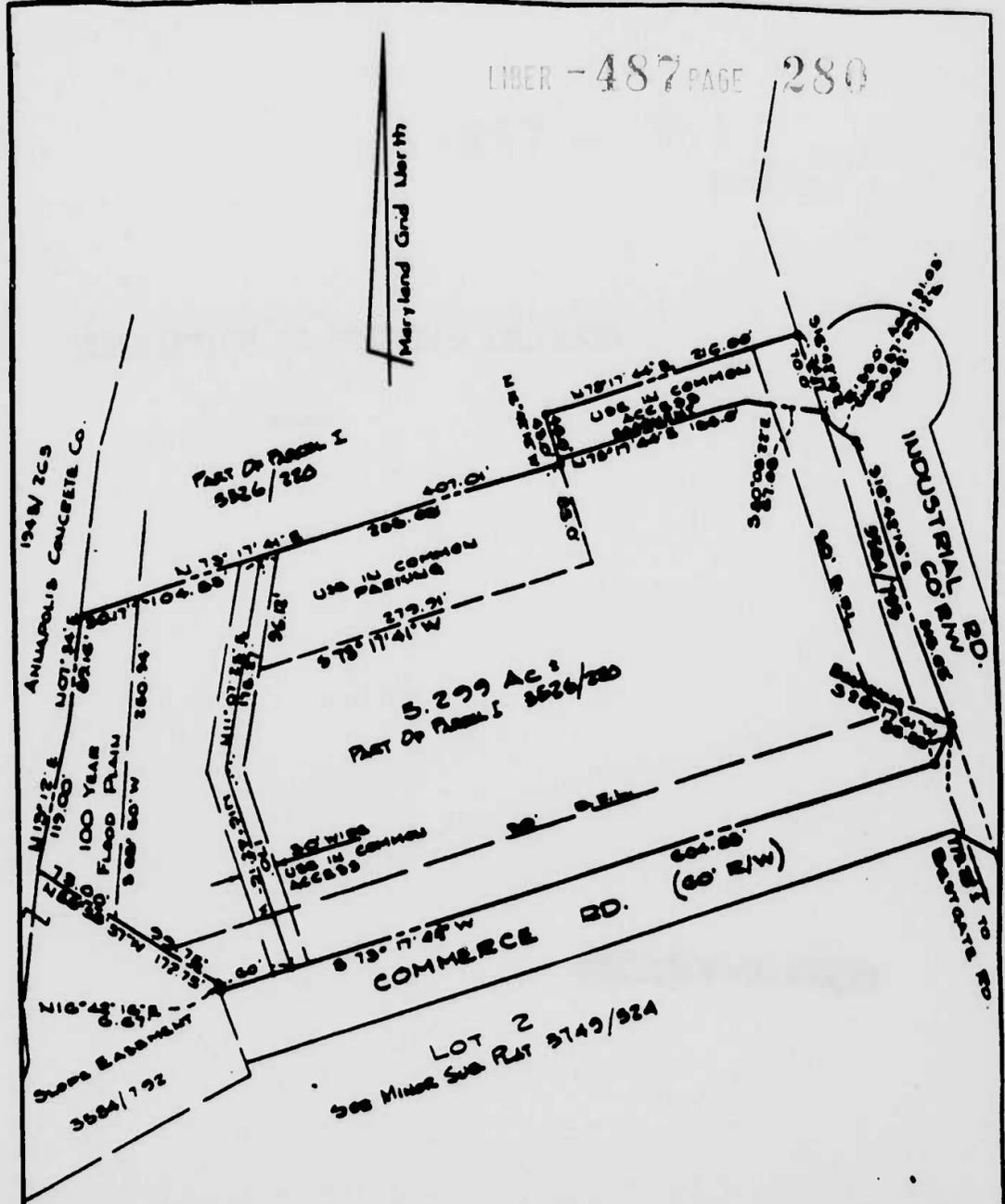
South 73 degrees 17 minutes 44 seconds West, 279.91 feet,

to the east side of the above described 30 foot common use access easement, thence with said side of said easement,

North 11 degrees 07 minutes 25 seconds East, 96.12 feet

to intersect the seventh or North 73 degrees 17 minutes 44 seconds East 407.01 foot line of the above described 5.299 Acres more or less, thence with part of said line,

North 73 degrees 17 minutes 44 seconds East, 235.05 feet
to the point of beginning.



NOTE: THIS SURVEY SUBJECT TO A TITLE SEARCH
 See: ANNAPOLIS COMMERCIAL PLAZA LIMITED PARTNERSHIP
 5526/220 SEPT. 16, 1982 PLOTT 1 AND
 5584/700 JAN. 24, 1983
 → DANGER FIRE SET



Richard M. McCrone, Jr.

SURVEY OF 5.299 Ac ANNAPOLIS COMMERCIAL PARK COMMERCE RD & INDUSTRIAL CENVS 2ND DIV. A.A.C. M.D. MR. PETER C. GABARONI, JR.		MCCRONE Survey & Planning Services Annapolis, Maryland Certified - Certified Surveyor General State - Licensed - Professional	ORDER OF MCCRONE NO. 10100 DATE: JULY 1988 AND OR 191466-870 FOLIO: 101466-870 PAGE
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ADJACENT PLAT RECORDED IN PLAT BOOK 508 LAD 5749/524

FINANCING STATEMENT

(To Be Used For Direct Loans And Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Dutch Treat Specialties
(Name or Names—Last Name First)
8213 Jumpers Hole Road Millersville, Maryland 21108
(Address)

2. SECURED PARTY: THE BANK OF GLEN BURNIE
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

3. This Financing Statement covers the following types (or items) of property:

- 1 Altos 986T-40 Computer
- 2 Altos III Terminal
- 3 Ten Foot Cables
- 1 Altos Accountant
- 1 Epson FX-100+

- 4. Proceeds of collateral are covered hereunder: YES NO
- 5. Products of collateral are covered hereunder: YES NO
- 6. This transaction (is) (~~XXXX~~) exempt from the Recordation Tax.
- 7. The principal amount of the debt initially incurred is: \$12,000.00

8. Filed with: Clerk of the Circuit Court of A.A. County

RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

Dated this 28th day of June, 1985

Mail to DEBTOR: _____

SECURED PARTY: _____

By Wilton H. Hester (Title) _____ THE BANK OF GLEN BURNIE
By Craig Clutter (Title) _____
Pres Assistant Vice President

FOR FILING OFFICER USE	
File No. _____	Date and Hour of Filing _____
Record Reference _____	

12.00
50

FILED
1985 JUL 29 AM 10:56

10.80

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

..... June 24..... 19..85

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 234232..... in Office of W. GARRETT LARRIMORE, Annp. MD
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):

Ernest E. & Mary C. Laplanche, Jr.
515 Monterey Avenue
Odenton, MD. 21113

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

..... Household Bank, FSB
Secured Party

By M.D. Handberg
Its Branch Office Manager

543 Ritchie Hwy
Severna Park, Md

Mail to _____ 21146

Form 91 MD (3-79)

FILED

1985 JUL 29 AM 11:29

10.00
30

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

JUNE 24 1985

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 242509 in Office of W. Garrett Larrimore, ANNAPOLIS, MD
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):

John J. & Maria T. Athas
247 Mallard Road
Pasadena, MD. 21122

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

..... Howard Bank, FSB
Secured Party

By: M.D. Hurdock
Its Branch Office Manager

Mail to

543 ~~So~~ Nittini Hwy
Suena Park, Md
21144

Form 91 MD (3-79)

FILED
1985 JUL 29 AM 11:29

10.50

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

..... June 24 19 85

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 235750 in Office of W. Garrett Larrimore, Annap., MD
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):

Mary E. Smith
8381 Old Annapolis Road
Pasadena, MD. 21122

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Princeton Bank, S.B.
Secured Party

By *M. D. Hendry*
Its Branch Office Manager

543 Ritchie Hwy
Severna Park, Md

Mail to _____ 21446

Form 91 MD (3-79)

MP
FILED

1985 JUL 29 AM 11:29

10.50

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

JUNE 24, 1985

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 8871113 in Office of W. Kenneth Barronick (Filing Officer) (County and State) MD. 21461

Debtor or Debtors (name and Address):

CHERYL H. D. DIVINE
307 WINSTON ROAD
PROXBENX. MD. 21122

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Secured Party
Hancock Bank & B.

By: W. O. Kelly
Its Branch Office Manager

Mail to
543 Ritchie Hwy
Seems Fork, Md
21146

FILED
1985 JUL 29 AM 11:29

10.00

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

..... June 25 19 85

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 221751 in Office of W. Garrett Larrimore, Annap, MD.
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):

Louise A. Adamson
1828 North Forest Court, Apt F
Crofton, MD. 21114

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Household Bank, FSB
Secured Party

By *M.D. Harbold*
Its Branch Office Manager

Mail to 543 Ritchie Hwy
Severna Park, MD

21146

FILED
1985 JUL 29 AM 11:29

10.50

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

June 25 19 85

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 245940 in Office of W. Garrett Larrimore, Annap., MD.
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):

Richard & Mary Allender
227 Old Annapolis Road
Severna Park, MD. 21146

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Howehold Bank FSB
Secured Party

By *M.D. Handberg*
Its Branch Office Manager

543 Ritchie Hwy
Severna Park, MD
21146

FILED
1985 JUL 29 AM 11:29

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries

ADDRESS: P.O. Box 997
CITY & STATE: Glen Burnie, Md. 21061

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
Charles Roger & Carolyn Elaine Harris		3/7/80	
6604 Harrison Avenue		ACCOUNT NO.	TAB
Linthicum, Md. 21090		146903582	82 40

Filed with: Anne Arundel County

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL

Together with all Tires, Batteries, Radios, Heaters, Equipment and Accessories now or hereafter attached thereto;

(b) If checked at left, all household goods, furniture, appliances, and consumer goods of every kind and description owned at the time of the loan secured hereby, or at the time of any refinance or renewal thereof, or cash advanced under the loan agreement secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

BY Connie A. Budger Dated: 6/14/85, 1985
AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC. (SECURED PARTY) Libers 423 Pg 163 231555
TITLE

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
19-1209 (REV. 3-75)

10.00
50

FILED

Mailed to Secured Party

1985 JUL 29 AM 11:57

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)
Pritt, Fred
1301 Holiben Road
Severna Park, MD 21146

2. Secured Party(ies) and address(es)
Industrial Indemnity Company
c/o Financial Guaranty Associates
330 East Kilbourn Avenue
Suite 1170
Milwaukee, WI 53202

3. Maturity date (if any):
For Filing Officer (Date, Time,
Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

Debtor's limited partnership interest in VMS National Residential Portfolio I, an Illinois limited partnership including all of Debtor's rights and interest in said limited partnership and any successor limited partnership and under the limited partnership agreement relating thereto.

5. Assignee(s) of Secured Party and Address(es)

NOT SUBJECT TO RECORDATION TAX

RETURN ACKNOWLEDGEMENTS TO
NATIONWIDE INFORMATION
488 BROADWAY
ALBANY, N.Y. 12207

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:
ANNE ARUNDEL CO.
10F07

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Diana C. Evans authorized signatory for
VMS Realty Partners, attorney-in-fact for

Industrial Indemnity Company
DAVID BOND, ATTORNEY

By: *Fred Pritt*
Signature(s) of Debtor(s)

FRED PRITT, INVESTOR

By: *[Signature]*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

FILED *FR*

1985 JUL 29 PM 2: 16

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

<p>1. Debtor(s) (Last Name First) and address(es)</p> <p>Sheir, Robert 545 Tranquil Ct. Odenton, MD 21113</p>	<p>2. Secured Party(ies) and address(es)</p> <p>Industrial Indemnity Company c/o Financial Guaranty Associates 330 East Kilbourn Avenue Suite 1170 Milwaukee, WI 53202</p>	<p>3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)</p>
<p>4. This financing statement covers the following types (or items) of property:</p> <p>Debtor's limited partnership interest in VMS National Residential Portfolio 1, an Illinois limited partnership including all of Debtor's rights and interest in said limited partnership and any successor limited partnership and under the limited partnership agreement relating thereto.</p> <p style="text-align: center;">RETURN ACKNOWLEDGEMENTS TO NATIONWIDE INFORMATION 488 BROADWAY ALBANY, N.Y. 12207</p> <p style="text-align: center;">NOT SUBJECT TO RECORDATION TAX.</p>		<p>5. Assignee(s) of Secured Party and Address(es)</p>
<p>This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so)</p> <p><input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state.</p> <p><input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:</p>		<p>Filed with: <i>Anne Arundel CB -10F097</i></p>
<p>Check <input checked="" type="checkbox"/> if covered, <input checked="" type="checkbox"/> Proceeds of Collateral are also covered, <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:</p>		
<p><i>Diana C. Evans</i> authorized signatory for VMS Realty Partners, attorney-in-fact for</p> <p><i>Robert Sheir</i> ROBERT SHEIR, INVESTOR</p>		<p>Industrial Indemnity Company</p> <p>By: _____ Signature(s) of Secured Party(ies) (For Use In Most States)</p>

(1) Filing Officer Copy-Alphabetical **STANDARD FORM - FORM UCC-1.**

FILED *KP*
1985 JUL 29 PM 2:16

LIBER - 487 PAGE 292

257581

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Fred Pritt Homes 2 Evergreen Rd. Severna Park, Md. 21146	2. Secured Party(ies) and address(es) Industrial Indemnity Company c/o Financial Guaranty Associates 330 East Kilbourn Avenue Suite 1170 Milwaukee, WI 53202	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: Debtor's limited partnership interest in VMS National Residential Portfolio I, an Illinois limited partnership including all of Debtor's rights and interest in said limited partnership and any successor limited partnership and under the limited partnership agreement relating thereto. RETURN ACKNOWLEDGEMENTS TO NATIONWIDE INFORMATION 488 BROADWAY ALBANY, N.Y. 12207		5. Assignee(s) of Secured Party and Address(es)
NOT SUBJECT TO RECORDATION TAX. This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with: ANNE ARUNDEL CO. 10F097
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
11:00 By: <u>Fred Pritt</u> FRED PRITT, INVESTOR Signature(s) of Debtor(s)	Industrial Indemnity Company By: <u>[Signature]</u> Att-in-Fact Signature(s) of Secured Party(ies)	

(1) Filing Officer Copy-Alphabetical **STANDARD FORM - FORM UCC-1.** (For Use In Most States)

FILED KF
1985 JUL 29 PM 2:16

257585

LIBER - 487 PAGE 293

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Murphy, Roy J.
108 River Dr.
Annapolis, Md. 21403

2. Secured Party(ies) and address(es)
Industrial Indemnity Company
c/o Financial Guaranty Associates
330 East Kilbourn Avenue
Suite 1170
Milwaukee, WI 53202

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

Debtor's limited partnership interest in VMS National Residential Portfolio I, an Illinois limited partnership including all of Debtor's rights and interest in said limited partnership and any successor limited partnership and under the limited partnership agreement relating thereto.

5. Assignee(s) of Secured Party and Address(es)

RETURN ACKNOWLEDGEMENTS
NATIONWIDE INFORMATION
488 BROADWAY
ALBANY, N.Y. 12207

NOT SUBJECT TO RECORDATION TAX.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

Filed with:

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

ANNE ARUNDEL CO.
10F097

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Anne C. Evans authorized signatory for
VMS Realty Partners, attorney-in-fact for

Industrial Indemnity Company

By: *Roy J. Murphy*
Signature(s) of Debtor(s)

ROY MURPHY, INVESTOR

By: *David Bond*
Signature(s) of Secured Party(ies)

DAVID BOND ATTORNEY
Atty-in-Fact

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

FILED *KP*

1985 JUL 29 PM 2: 16

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es) Isaacs, Edward W. 356 Westbury Dr. Riva, Md. 22140	2. Secured Party(ies) and address(es) Industrial Indemnity Company c/o Financial Guaranty Associates 330 East Kilbourn Avenue Suite 1170 Milwaukee, WI 53202	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
---	---	--

4. This financing statement covers the following types (or items) of property:

Debtor's limited partnership interest in VMS National Residential Portfolio I, an Illinois limited partnership including all of Debtor's rights and interest in said limited partnership and any successor limited partnership and under the limited partnership agreement relating thereto.

5. Assignee(s) of Secured Party and Address(es)

RETURN ACKNOWLEDGEMENTS TO
 NATIONWIDE INFORMATION
 488 BROADWAY
 ALBANY, N.Y. 12207

NOT SUBJECT TO RECORDATION TAX.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Anne Arundel Co.
 10F097

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Diana C. Evans, authorized signatory for
 VMS Realty Partners, attorney-in-fact for

Industrial Indemnity Company

11:00
 By: *Edward W. Isaacs*
 Signature(s) of Debtor(s)

EDWARD ISAACS,
 INVESTOR

By:

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

FILED *KF*

1995 JUL 29 PM 2: 16

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Grizzell, Joseph Martin 6901 Merrimac Ct. Davidsonville, MD 21035	2. Secured Party(ies) and address(es) Industrial Indemnity Company c/o Financial Guaranty Associates 330 East Kilbourn Avenue Suite 1170 Milwaukee, WI 53202	3. Maturity date (if any): 11/27/87 For Filing Officer (Date, Time, Number, and Filing Office)	
4. This financing statement covers the following types (or items) of property: Debtor's limited partnership interest in VMS National Residential Portfolio I, an Illinois limited partnership including all of Debtor's rights and interest in said limited partnership and any successor limited partnership and under the limited partnership agreement relating thereto. RETURN ACKNOWLEDGEMENTS TO NATIONWIDE INFORMATION 488 BROADWAY ALBANY, N.Y. 12207		5. Assignee(s) of Secured Party and Address(es)	
NOT SUBJECT TO RECORDATION TAX. This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:			Filed with: <i>Anne Crundel Co.</i> 10 F007
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented: <i>Siama C. Evans</i> , authorized signatory for VMS Realty Partners, attorney-in-fact for By: <i>Joseph Martin Grizzell</i> JOSEPH MARTIN GRIZZELL, DEBTOR Signature(s) of Debtor(s)			Industrial Indemnity Company DAVID BOND, ATTORNEY By: <i>DBL</i> Atty-in-Fact Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1. (For Use In Most States)

FILED
1985 JUL 29 PM 2:16

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
Rose, Philip D. M.D.
126 River Drive
Annapolis, MD 21403

2. Secured Party(ies) and address(es)
COLLEGE HILLS MALL ASSOCIATES
LIMITED PARTNERSHIP
c/o INTEGRATED RESOURCES, INC.
666 THIRD AVENUE
NEW YORK, NEW YORK 10017

3. Maturity date (if any):
For Filing Officer (Date, Time,
Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:
Debtor's limited partnership interest in College Hills Mall Associates Limited
Partnership, a Connecticut limited partnership, including all of debtor's
rights and interest in said limited partnership and under the limited
partnership agreement relating thereto.

5. Assignee(s) of Secured Party and
Address(es)
Mellon Bank, N.A. as Agent
for Mercred 85-1 Corp.
§Integrated Resources, Inc.
666 Third Avenue
New York, NY 10017

Not Subject to Recordation Tax.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

By: *Philip D. Rose* Rose, Philip D. M.D.
Signature(s) of Debtor(s)

COLLEGE HILLS MALL ASSOCIATES LIMITED PARTNERSHIP
BY: COLLEGE HILLS MALL REALTY CORP., GENERAL PARTNER

By: *Gary M. Krat*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1

(For Use In Most States)

1100

Mailed to Secured Party

FILED
1985 JUL 29 PH 2: 16

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated June 14, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Myers, Mark, A.
Address 1003 Dreams Landing, Annapolis, Maryland 21401

2. SECURED PARTY

Name Key Financial Services Inc.
Address 57 River Street
Wellesley Hills, MA 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1975 Little Harbor Boat Yard 39' 10" Hull #
USCG O/N: 653224
Engine: Farymann, 18 hp, diesel, single
Serial #
Additional Equipment: Signet clock and barometer, Clinometer,
VHF radio, speedometer, digital Signet log,
Loran C- Texas Instruments

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

NOT SUBJECT TO RECORDATION TAX

[Handwritten Signature]
(Signature of Debtor)

Mark A. Myers
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Handwritten Signature]
(Signature of Secured Party)

Key Financial Services Inc.

Type or Print Above Signature on Above Line

11.00

FILED Mailed to Secured Party
1985 JUL 29 PM 2: 16

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated June 14, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cmaylo, Walter, T., Jr.

Address 134 Kuethe Drive, Annapolis, Maryland 21403

2. SECURED PARTY

Name Key Financial Services Inc.

Address 57 River Street

Wellesley Hills, MA 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1975 Little Harbor Boat Yard 39' 10" Hull #

USCG O/N: 653224

Engine: Farymann, 18 hp, diesel, single

Serial #

Additional Equipment: Signet clock and barometer, Clinometer, VHF radio, speedometer, digital Signet log, Loran C- Texas Instruments

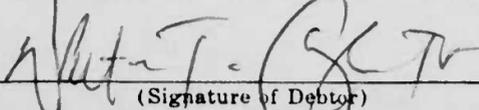
CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)



(Signature of Debtor)

Walter T. Cmaylo, Jr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



(Signature of Secured Party)

Key Financial Services Inc.

Type or Print Above Signature on Above Line

11.00 /

FILED

Mailed to Secured Party

1985 JUL 29 PM 2: 16

EXHIBIT B STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

JUN 26 1985

Identifying File No. None Available
257591

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

LIBER - 487 PAGE 299

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 790.92

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Robert H. Wilt Sr.
Address 575 Rita Drive Odenton Md. 21113

2. SECURED PARTY

Name Henry Shoener
Address 6708 96 Ave Seabrook Md 20706

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Assignee(s) of Secured Party and Address(es)

Mechanics' Acceptance Corp.
165 Northwest Avenue
Tallmadge, Ohio 44278

All tools, equipment and accessory items now owned by Debtor for use in Debtor's trade or business together with any and all similar tools, equipment and accessory items hereafter acquired.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Robert H. Wilt Sr.
(Signature of Debtor)

ROBERT H WILT SR
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Henry Shoener
(Signature of Secured Party)

Henry Shoener
Type or Print Above Signature on Above Line

11.00
50

FILED

1985 JUL 29 PM 2:16

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 6/13/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Greg Gasper

Address 1100 Magothy Circle Annapolis, Md. 21401

2. SECURED PARTY

Name Healthco

Address 6308 Blair Hill Lane

Baltimore, Md. 21209

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 Enesco Casting Machine
- 1 Torrit Model Trimmer

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X Gregory L. Gasper
(Signature of Debtor)

Greg Gasper
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Joan E. Otto
(Signature of Secured Party)

Joan E. Otto

Type or Print Above Signature on Above Line

Mailed to Secured Party

11.00
50

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS 02101

FILED *KE*

1985 JUL 29 PM 2: 16

LIBER - 487 PAGE 301

STATEMENT OF TERMINATION OF FINANCING

The record reference, file number, and date of filing of the original Financing Statement to which this Statement of Termination of Financing shall apply are:

Record: Land } Liber 438 Folio 168 File No. 238134
 Financing Statement } Date of Financing Statement June 1, 1981

DEBTOR (OR ASSIGNOR)

Name	Address
TERRY L. GRIEST T/A SCOTTISH & IRISH IMPORTS	197 Main Street Annapolis, MD 21401

SECURED PARTY (OR ASSIGNEE)

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

The Secured Party certifies that it has terminated the security interest evidenced by the Financing Statement filed as stated above.

The filing officer is authorized to note the termination of that security interest in the index at the number given above, to remove from the files the Financing Statement filed at that number, and to return this Termination Statement to the Debtor at the above address.

THE FARMERS NATIONAL
BANK OF ANNAPOLIS

Dated: 20 June, 19 85. By *[Signature]*
Secured Party (or Assignee)

Mail to: The Farmers National Bank of Annapolis
5 Church Circle
Annapolis, Maryland

*Bay National Bank
2601 Riva Road, Bldg 700
Annapolis, MD 21401*

D. E.
CLERK

FILED

1985 JUL 29 PM 2: 17

*10.00
5*

[Handwritten mark]

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<p>1 Debtor(s) (Last Name First) and Address(es)</p> <p>Parker, Clifton D/B/A Parker Well Digging 805 Bestgate Rd. Annapolis, Md. 21401</p>	<p>2 Secured Party(ies) and Address(es)</p> <p>Baldwin Service Center Inc. 41 Defense Hwy. Annapolis, Md. 21401</p>	<p>3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)</p>
<p>4 This financing statement covers the following types (or items) of property:</p> <p>1 1985 IH S-1654 Vin. 1HTLAHGK1FHA50485 with 14 Snyder Steel Flatbed Dump Serial #50485 Not subject to recordation tax.</p>		<p>5 Assignee(s) of Secured Party and Address(es)</p> <p>Associates Commercial Corp. 9602 A George Palmer Hwy. Lanham, Md. 20706</p>

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with: ANNE ARUNDEL COUNTY

Clifton Parker D/B/A Parker Well Digging Baldwin Service Center Inc.

By: [Signature] By: [Signature]
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

13 58 Form Officer Copy-Alphabetical 603469 Rev. 12-80

FILED
 1985 JUL 29 PM 2: 17

FINANCING STATEMENT FORM UC-1
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated June 21, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HARRISON, Timothy E., T. Eugene & Mary W.
Address 136 Spring Court, Falls Church, VA 22046

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 303 Second Street
Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1985 39'3" Holiday Mansion fiberglass hull #HMH00869F585
1985 225 HP Volvo gas engine #49050

✓ Home anchorage/winter: Deale, MD

ASSIGNEE:

HORIZON FINANCIAL, F.A.
808 Masons Mill Business Park
1800 Byberry Road
Huntington, PA 19006

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

X Timothy E. Harrison
(Signature of Debtor)

TIMOTHY E. HARRISON
Type or Print Above Name on Above Line

X T. Eugene Harrison
(Signature of Debtor)

T. EUGENE HARRISON
Type or Print Above Signature on Above Line

X Mary W. Harrison
(Signature of Debtor)

Mary W. Harrison

[Signature]
(Signature of Secured Party)

FIRST COMMERCIAL CORPORATION
Type or Print Above Signature on Above Line

Mailed to Secured Party

13.00
56

FILED KF

1985 JUL 29 PM 2: 17

Anne Arndell Co.
6-26-85

487-304

No. NOT Used

7-29-85

Mailed to Recipient Party

FILED
JUL 29 PM 5:50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ -0-

If this statement is to be recorded in land records check here.

NOT SUBJECT TO RECORDATION TAX.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Building, Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name ITT Industrial Credit Company

Address 1150 First Avenue, Ste. 280, King of Prussia, PA 19406

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All debtor's right, title, and interest in and to certain Security Agreement, dated June 8, 1985 assigned to ITT Industrial Credit Company pursuant to a certain agreement dated June 8, 1985.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Samarin
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ITT INDUSTRIAL CREDIT COMPANY

[Signature]
(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed with Anne Arundel County

11.00

FILED
1985 JUL 29 PM 2:20

Mailed to Secured Party

CROSS INDEXED IN LAND RECORDS
UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 425

Page No. 248

Identification No. 232585

Dated 5/14/80

1. Debtor(s) { Edward J & Kathleen M. Fink
Name or Names—Print or Type
123 8th Ave., Baltimore, AA CO, Md 21225
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>



JUN. 27 1985

Dated: _____

Sears, Roebuck and Company
Name of Secured Party

[Signature]
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)



FILED

Mailed to Mrs. & Mrs. Edward J. Fink
~~Secured Party~~

1985 JUL 29 PM 2: 20

10.00
50

AA CO
1358

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 442 Page No. 573
Identification No. 240017 Dated 10/15/81

1. Debtor(s) { Oscar M & Ann L. Cromer
Name or Names—Print or Type
267 Bowline Rd, Severna Park, MD AA CO., 21146
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

CR
CLERK

Dated: JUN. 27 1985 Sears, Roebuck and Company
Name of Secured Party
[Signature]
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

D.E.
CLERK

18.00
50

FILED

Mailed to Mrs + Mrs. Oscar M. Cromer
~~Secured Party~~

1985 JUL 29 PM 2: 20

A.A.CO
1985

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 478

Page No. 483

Identification No. 254212

Dated October 16, 1984

1. Debtor(s) { W. Leo and M. Frances Stockman
 Name or Names—Print or Type
 1339 Brenda Road, Severn (A. A. Co.), MD 21144
 Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
 Name or Names—Print or Type
 6901 Security Blvd., Baltimore, Maryland 21207
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

CR CLERK

Dated: JUN. 27 1985

Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party

J.D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

Mailed to ~~Secured Party~~ Mr + Mrs. W. Leo Stockman

D. E. CLERK

FILED

1985 JUL 29 PH 2: 29

B. 00
50

AA 25
1352

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 393
Identification No. 220604

Page No. 333
Dated October 19, 1978

1. Debtor(s) { David R. and Nancy A. Lauf / Harry R. and Ruth Lauf
Name or Names—Print or Type
1022 Bellegarden Lane, Pasadena (A.A.Co.), MD21122
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

CR CLERK

Dated: JUN. 27 1985
Sears, Roebuck and Company
Name of Secured Party
[Signature]
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

15.50

D.E. CLERK

FILED

Mailed to: David R. Lauf et al

1985 JUL 29 PM 2: 20

AAA 6
1558

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 425

Page No. 252

Identification No. 232589

Dated May 14, 1980

1. Debtor(s) { Robert E. and Audrey O. Kiser
Name or Names—Print or Type
281 Stanley Terracr, Baltimore (A. Co.), MD 21225
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

CR CLERK

Dated: JUN. 27 1985

Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party

J.D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

D. E. CLERK

FILED
1985 JUL 29 PM 2:20

Mailed to: Robert E. Kiser

13.00
50

A. A. Co
1350

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Elwood Grover Trapp, Jr and Guy Alfred Moore Individually and as CoBuyers
Address 627 N. Hammonds Ferry Road Linthicum, Md. 21090

2. SECURED PARTY

Name Washington Freightliner, Inc
Address 4100 41st Street Brentwood, Md. 20722

Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment, and goods as described in attached entire agreement and or in any schedule prepared in connection therewith. This UCC form together with the attached Security Agreement and or schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY: Credit Alliance Corporation
P.O. Box 1680
Glen Burnie, Maryland 21061

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

1985 JUL 29 PM 2:21

FILED

Elwood Grover Trapp, Jr
(Signature of Debtor)

Elwood Grover Trapp, Jr
Type or Print Above Name on Above Line

Guy Alfred Moore
(Signature of Debtor)

Guy Alfred Moore
Type or Print Above Signature on Above Line

William Fenwick
(Signature of Secured Party)

Washington Freightliner, Inc
Type or Print Above Signature on Above Line
William Fenwick, President

19-50

LIBER - 487 PAGE 312
ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract")

dated June 25, 1985, between Washington Freightliner, Inc, as Seller/Lessor/Mortgagee,

and Elwood Grover Trapp, Jr and Guy Alfred Moore 627 N. Hammonds Ferry Rd. Lintheum, Md. 21090
Individually and as Co Buyers (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described, and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the property described therein and good right to sell, lease and transfer the same; it is a valid obligation arising out of the instalment sale or lease or mortgage of the property described therein to the Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; it reserves a valid, free and clear title to or creates an encumbrance and first lien upon such property; it and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it will be paid and performed according to the terms thereof, and it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, leases, loans, chattel mortgages and instalment paper; it has been properly filed or recorded, and will be re-filed or re-recorded where necessary, without cost to CREDIT; the property described therein has been delivered, accepted and installed, will be satisfactorily maintained and protected and will operate to the satisfaction of the Obligor; and there is still unpaid and owing thereon the sum total of the unmatured instalments stipulated in and evidenced by said contract the payment of which will be made by us if not paid by the Obligor, together with interest, attorneys' fees, court costs and other expenses in connection therewith. We further represent, warrant and agree that CREDIT has and will at all times continue to have a valid and enforceable first lien on the property described in said contract; that CREDIT may in our name endorse any notes or any other obligations given in connection with said contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement between us and CREDIT, if any, applicable to the purchase of paper as defined therein, by CREDIT from us, are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to any notes or any other obligations given in connection with said contract. In addition to the foregoing it is agreed that we shall be fully liable for payment of all of Obligor's obligations under the contract in the event Obligor fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property described in the contract, and/or if CREDIT is unable to promptly retake possession of the property described in the contract free and clear of any other liens and encumbrances in the event of a default under the contract.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 101,327.04

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 25th day of June, 19 85

Washington Freightliner, Inc (Seal)
(Seller/Lessor/Mortgagee)

By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE Individually & as CoBuyers

TO: Washington Freightliner, Inc ("Seller") FROM: Elwood Grover Trapp, Jr & Guy Alfred Moore ("Buyer")
 4100 41st Street Brentwood, Md. 20722 627 N. Hammonds Ferry Rd. Linthicum, Md. 21090

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
 1985 Western Star 4964-2
 Ser.# 2WLPCCJE1FK913307
 1985 R/S 14' Steel Dump Body
 Ser.# 85040701

(1) TIME SALES PRICE \$ 109,502.04
 (2) Less DOWN PAYMENT IN CASH \$ 8,175.00
 (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$
 (4) CONTRACT PRICE (Time Balance) \$ 101,327.04
 The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 627 N. Hammonds Ferry Linthicum, Md. 21090

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred one Thousand Three hundred twenty seven Dollars and 04/100***** Dollars (\$ 101,327.04*****)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 10th day of August, 1985, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 2110.98 and the final installment being in the amount of \$ 2110.98

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of _____% per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: June 25, 1985 Individually & as CoBuyers
 Accepted Washington Freightliner, Inc (SEAL) Elwood Grover Trapp, Jr & Guy Alfred Moore (SEAL)
 By: [Signature] By: [Signature]
 (Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)
 By: [Signature]
 (Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

LIBER - 487 PAGE 314

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart R. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(Guarantor-Endorser) (L.S.) _____(Guarantor-Endorser) (L.S.)
_____(Guarantor-Endorser) (L.S.) _____(Guarantor-Endorser) (L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart R. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed. Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (SEAL)
_____(Witness) By: _____(Corporate, Partnership or Trade Name or Individual Signature) Signature of Seller
(Signature: Title of Officer, "Partner" or "Proprietor")

Mailed to Secured Party

LIBER -487 PAGE 315

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 239468

RECORDED IN LIBER 441 FOLIO 341 ON 8/31/81 (DATE)

1. DEBTOR

Name SAM&Tco Field Management Services, Inc.

Address 3708 West Street, Landover, Maryland 20785

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input checked="" type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

1985 JUL 29 PM 2:22



FILED

Mailed to Secured Party

Credit Alliance Corporation

(Signature of Secured Party)

(Signature of Debtor)

Larry Kimmel Asst. V.P.

Type or Print Above Name on Above Line

Type or Print Above Name on Above Line

Dated 6/85

10.00
50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records- does tax indicate amount of taxable debt here. \$ <u>N/A</u>	If this statement is to be recorded in land records check here. <input type="checkbox"/>
--	---

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Beall, Robert F.
Address 365 Rt. 3N, Millersville, Maryland 21103

2. SECURED PARTY

Name Baldwin Service Center, Inc.
Address Defencse Hwy., 450 & 178, Annapolis, Md. 21401

→ Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, Md. 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

Assignee:
Credit Alliance Corporation
P.O. Box 1680
Glen Burnie, Md. 21061

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Robert F. Beall
Robert F. Beall
(Signature of Debtor)

Baldwin Service Center, Inc.

Robert F. Beall
Type or Print Above Name on Above Line

(Signature of Debtor)

Rhoda L. Baldwin, Pres.
(Signature of Secured Party)

Robert F. Beall
Type or Print Above Signature on Above Line

Rhoda L. Baldwin, President
Type or Print Above Signature on Above Line

17.00

FILED KE
1985 JUL 29 PM 2:29

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the an-

nexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated June 26, 1985, between Baldwin Service Center, Inc., as Seller/Lessor/Mortgagee

and Robert F. Beall, 365 Rt. 3 N., Millersville, Maryland 21103

(Name) (Address)
as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 13,072.56 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 26th day of June, 19 85

Baldwin Service Center, Inc. (SEAL)
By Shoda L. Baldwin, Pres.
(Seller/Lessor/Mortgagee)

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

TO: Baldwin Service Center, Inc. ("Seller") FROM: Robert F. Beall ("Buyer")
Defense Hwy., 450 & 178, Annapolis, Md. 21103 365 Rt. 3 N, Millersville, Md. 21103

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) Case Backhoe, Model 580B, S/N 8722244.

- (1) TIME SALES PRICE \$ 17,297.56
(2) Less DOWN PAYMENT IN CASH \$ 4,225.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 13,072.56

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: Rt. 3 N, Millersville, Md. 21103

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirteen thousand seventy two and 56/100 Dollars (\$ 13,072.56)

being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the 1st day of August, 19 85, and continuing on the same date each month thereafter until paid; the first 23 installments each being in the amount of \$ 544.69 and the final installment being in the amount of \$ 544.69

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: June 26, 19 85

BUYER(S)-MAKERS(S): Robert F. Beall (SEAL)

Accepted Baldwin Service Center, Inc. (SEAL)

By: Rhonda L. Baldwin, Pres

By: Robert F. Beall

(Witness as to Buyer's and Co-Maker's Signature)

Co-Buyer-Maker: (SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

By:

This instrument prepared by

1

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees, and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price, that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations to the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____ 19 _____ (SEAL)
 _____ (Corporate, Partnership or Trade Name or Individual Signature) } Signature of Seller
 _____ (Witness) By: _____ (Signature, Title of Officer, Partner, or Beneficiary)

FINANCING STATEMENT

257503

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records. Anne Arundel County
- 3. Not subject to Recordation Tax. Purchase money transaction.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

LIBER - 487 PAGE 320

5. Debtor(s) Name(s) Address(es)
 Edward J. Helmstetter, Jr. 213 Mansion Rd.
 Linthicum, Maryland 21090

6. Secured Party Address
 First Federal Savings & Loan Association of Annapolis 2024 West Street
 Attention: Annette Kelly Annapolis, Maryland 21401
 (Type name & Title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors _____ (Seal) _____ (Seal)
 Edward J. Helmstetter, Jr. _____ (Seal) _____ (Seal)

FILED

1985 JUL 29 PM 2:29

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

11.50

LIDER -487 PAGE 321



**FIRST FEDERAL SAVINGS
& Loan Association of Annapolis**

ANNAPOLIS AREA 266-6100 / BALTIMORE AREA 841-6700 / WASHINGTON AREA 261-8800

DEBTOR:

Edward J. Helmstetter, Jr.
213 Mansion Road
Linthicum, Maryland 21090

SECURED PARTY:

First Federal Savings & Loan
Association of Annapolis
2024 West Street
Annapolis, Maryland 21401

SCHEDULE A

Sanyo 555-2 Computer Serial # 18119533

Gemini Dot Matrix Printer Serial #3203129A

Station Master Serial # 2021

Mailed to Secured Party

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 250394
RECORDED IN LIBER 469 FOLIO 213 ON Jan. 10, 1984 (DATE)

1. DEBTOR

Name Charles G. Spicknall, Jr.
Address 251 Fair Haven Rd. Dunkirk, Md. 20754

2. SECURED PARTY

Name Bank of Southern Maryland
Address P. O. Box 310 Hughesville, Md. 20637

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

Dated June 25, 1985

Imogene L. Dyson
(Signature of Secured Party)

Imogene L. Dyson, Asst. Br. Mgr.
Type or Print Above Name on Above Line

10.00
50



Mailed to Secured Party

FILED

1985 JUL 29 PM 2:30

257599

LIBER - 487 PAGE 323

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 25,000.

If this statement is to be recorded in land records check here.

This financing statement Dated June 5th, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name OLLIE MILLER INTERIORS, INC.

Address 4452 Solomons Island Road, Harwood, Maryland 20776

2. SECURED PARTY

Name United Bank & Trust Co. of Maryland

Address 9420 Pennsylvania Avenue, Upper Marlboro, Maryland 20772

Attn: A. Savage, Asst. V.P.

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Equipment consisting of all machinery, equipment, furniture and fixture, now owned or hereafter acquired, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection therewith. All inventory, raw materials, work in process and supplies now owned or hereafter acquired and proceeds thereof.

All accounts receivable now existent or hereafter created.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

OLLIE MILLER INTERIORS, INC.

R. Iola Miller
(Signature of Debtor)

R. Iola Miller
Type or Print Above Signature on Above Line

James R. Miller
(Signature of Debtor)

James R. Miller
Type or Print Above Signature on Above Line

UNITED BANK & TRUST COMPANY OF MARYLAND

Michael K. Kuhns
(Signature of Secured Party)

Michael K. Kuhns
Type or Print Above Name on Above Line

12.00
175.00
5

FILED

1985 JUL 29 PM 2:30

Mailed to Secured Party

257600

LIBER - 487 PAGE 324

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Whitmer, Charles Whitmer, Katherine Del Ray MH Ct. Lot 1302 Odenton, Md. 21113		2. Secured Party(ies) and address(es) Chesapeake Mobile Homes, Inc. 230 Maryland Rt 3 Millersville, Md. 21108	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: 1985 Liberty-Supra 70 x 14 S/N 08-L-56215 Together with all appliances, equipment, accessories, parts and accessions thereon and thereto all substitutions, replacements or additions therefore, and all proceeds thereof, all as more fully described in the Manufactured Home Retail Installment Sale Agreement between debtor and secured party.		5. Assignee(s) of Secured Party and Address(es) All Valley Acceptance Co. P.O. Box 668 Uniontown, PA 15401	

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Charles Whitmer & Katherine Whitmer All Valley Acceptance Co.

12:00 By: Charles Whitmer & Katherine Whitmer By: [Signature]

Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1. (For Use In Most States)

1200 /

FILED
1985 JUL 29 PM 2:31

FINANCING STATEMENT

Not

Subject to
recording tax
of \$ N/A

1. Name of Debtor(s): 72 INC.
Address: 1980 Moreland Parkway
Annapolis, Maryland 21401

2. Name of Secured Party: Annapolis Federal Savings and Loan Association
Consumer/Commercial Lending Department
Address: P.O. Box 751
Annapolis, MD 21404

3. This Financing Statment covers the following types (or items) of property:

- | | |
|--|-------------------------------|
| 1 Acetylene torch and welder | 4 work benches (2 with vises) |
| 1 spot welder | 2 adding machines |
| 1 porto spot (2001 type) | 2 desks and chairs |
| 4 air regulators-500 ft. airline | 2 file cabinets |
| 4 Binks spray cup guns | 1 reception counter |
| 1 heat gun | 2 service jacks |
| 1 plastic dispenser | 1 "Dozen" frame machine |
| 4 jack stands | 4 storage racks |
| 2 state products nuts and bolts, bins and supply | |
| 2 mobile tape machines | |
| 1 wall mounted tape machine | |
| 2 D.A. sanders | |
| 1 air grinder | |
| 2 Binks pressure pots | |
| 2 Binks #62 spray guns | |
| 1 shop vacuum cleaner | |
| 1 Ingersall-Rand compressor | |
| 1 Auto-Man compressor | |
| Serial Numbers 435-659 435-662 | |
| 1 Binks spray booth | |
| 1 Binks gas oven | |
| 1 Dryden rust proof system | |

1985 JUL 29 PM 2:31
FILED

Mailed to Secured Party

Debtor(s):
72 INC.

By, [Signature], President

Secured Party:
**ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION**

By [Signature]
(Authorized Signature)

John M. Crook, Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

11.00
50

LIBER - 487 PAGE 326

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		No. of additional Sheets Presented: 0	3. <input type="checkbox"/> The Debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es): Alco Gravure, Inc. 701 Baltimore & Annapolis Boulevard, N.W. 127 Roesler Road, N.E. Glen Burnie, Md. 21061	2. Secured Party(ies) Name(s) and Address(es): Macmillan, Inc. 866 Third Avenue New York, N. Y. 10032 Attn: General Counsel	4. For Filing Officer: Date, Time, No. Filing Office	

5. This statement refers to original Financing Statement No. 287858 filed (date) 5/11/81 with Circuit Court, A. A. County

6. A. Continuation The original Financing Statement bearing the above file number is still effective.
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)

This statement is to be indexed in the Real Estate Records Section Block Lot

By _____ Signature(s) of Debtor(s) (only on amendment)
 By William A. Naughton V.P. Signature(s) of Secured Party(ies)
 Macmillan, Inc.

(1) Filing Officer Copy-Numerical (5/82) STANDARD FORM - FORM UCC-3 - Approved by the Secretary of State of New York, Pennsylvania & Texas

Townley + Updike
 405 Lexington Ave
 New York, NY
 10174

D. E. CLERK

FILED

1985 JUL 29 PM 2:31

4209 DH97

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) CARTER DAVID B. 3010 ROLLING ROAD HANOVER MARYLAND 21076	2. Secured Party(ies) and Address(es) Ford Motor Credit Co 1101 North Point Blvd Baltimore MD 21224
--	--

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:
1 New Ford 1310 DIESEL TRACTOR Model AC3136 S/N UEO1722
1 New Ford 951-4 60" ROTARY MOWER S/N UM22340

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundel Co

David Carter
(SIGNATURE OF DEBTOR)
David B Carter
(SIGNATURE OF DEBTOR)

Ford Motor Credit Co
(NAME OF SECURED PARTY)
BY: L. Ruskey
L. Ruskey

11.00
50

Mailed to Secured Party

FILED KF

1985 JUL 29 PM 2:32

LIBER - 487 PAGE 328

257603

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.	
Date &	
Hour	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any) September 15, 1985

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Hitchcock, Donna	539	Pasture Brook Rd.,	Severn, MD	21144
Hitchcock, Larry	539	Pasture Brook Rd.,	Severn, MD	21144

James J. Hickey, Jr.
Smathers, Symington & Herlong
1700 K Street, N.W. Suite 400
Washington, D.C. 20006

Name of Secured Party or assignee	No.	Street	City	State
Blair Rogers Major	2223	Hill Park Court	Decatur, GA	30033

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

One (1) Share in the Thoroughbred Stallion Shelter Half, by Tentam out of Gay Matelda.

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s) Donna Hitchcock (Seal)
 Donna Hitchcock/Larry Hitchcock (Corporate, Trade or Firm Name)

Blair Rogers Major
 Blair Rogers Major Signature of Secured Party or Assignee

(Type or print name under signature) (Owner, Partner or Officer and Title)
 (Signatures must be in ink)

12-50

FILED
1985 JUL 29 PM 2:32

Original for filing officer: Clerk of Circuit Court of Anne Arundel County
Annapolis, MD 21404

THIS FINANCING STATEMENT IS PRESENTED FOR FILING TO PERFECT A PURCHASE MONEY
SECURITY INTEREST AND IS NON-TAXABLE.

LIBER - 487 PAGE 329

257601

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If this statement is to be re-
corded in land records check
here.

FINANCING STATEMENT

If subject to recordation indi-
cate amount of debt below.
\$ _____

Identifying File No. _____

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR (OR ASSIGNOR)

Name HOMEOWNERS & CONTRACTORS, INC.
Address 3750 Shipley Avenue, Harmans, MD 21077

2. SECURED PARTY (OR ASSIGNEE)

Name EQUIPMENT FINANCE, INC.
Address 1899 Lititz Pike, P. O. Box 4926, Lancaster, PA 17604

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- One (1) Used CATERPILLAR Crawler Loader, Model 955L, S/N 85J11147 with general purpose bucket and ROPS Canopy
- One (1) Used CATERPILLAR Motor Scraper, Model 613, S/N 71M831

1985 JUL 29 PM 2:33
FILED

Mailed to Secured Party

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above listed crops are growing or are to be grown on: (describe land)
- (If collateral is goods affixed or to be affixed to realty) The real estate to which the collateral is affixed or to be affixed is as follows: (describe realty)
- (If proceeds or products of collateral are claimed) The following (proceeds) (products) of the property are also covered: (list)

HOMEOWNERS & CONTRACTORS, INC.
(Signature of Debtor or Assignor)
George A. Edwards
(Signature of Debtor or Assignor)
George A. Edwards, President

EQUIPMENT FINANCE, INC.
(Signature of Secured Party or Assignee)
Frank G. Oberle
(Signature of Secured Party or Assignee)
Frank G. Oberle, Vice President

11.00

MARYLAND TERMINATION STATEMENT

Date June 26, 1985

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) name(s) and address: Rita Carter
302 Berlin Ave
Baltimore, MD 21225

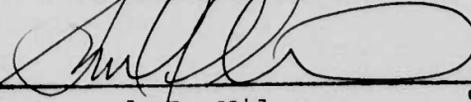
2. Secured Party and address (Type complete corporate name): Thorp Credit, 7996 Crain Highway
Glen Burnie, MD 21061

3. There is no outstanding secured obligation and there is no commitment to make advances, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows: Liber 434 Page 323

4. After recording this Termination Statement, the filing officer is requested to deliver or mail it to the Secured Party whose name and address appear above.

SECURED PARTY

Thorp Credit Inc of MD
(TYPE COMPLETE CORPORATE NAME)

By: 
Samuel J. Wilson MANAGER
(Type signature below name)

AR 2/84

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

10.00
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FILED



1985 JUL 29 PH 2:33

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Williams, John Robert
Address 425 Queenstown Road, Severn, Maryland 21144

2. SECURED PARTY

Name Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales
Address 8540 Pulaski Highway, Baltimore, Maryland 21237

Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Assignee of the Secured Party:

Credit Alliance Corporation
P.O. Box 1680
Glen Burnie, Maryland 21061

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John Robert Williams

John Robert Williams owner
(Signature of Debtor)

John Robert Williams
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Chesapeake Ford Truck Sales, Inc.
T/A Chesapeake Truck Sales

H.C. Weidner V.P.
(Signature of Secured Party)

H.C. Weidner, V.P.
Type or Print Above Signature on Above Line

FILED *XP*

1985 JUL 29 PM 2:34

17.50
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LIBER - 487 PAGE 332

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated June 24, 1985, between Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales, as Seller/Lessor/Mortgagee and John Robert Williams, 425 Queenstown Road, Severn, Maryland 21144

(Name) (Address)
as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 95,100.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 24th day of June, 1985
Chesapeake Ford Truck Sales, Inc. T/A
Chesapeake Truck Sales (SEAL)
(Seller/Lessor/Mortgagee)

By H. C. Meadows V.P.

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

Chesapeake Ford Truck Sales, **CONDITIONAL SALE CONTRACT NOTE**

TO: Inc. T/A Chesapeake Truck Sales **FROM:** John Robert Williams
8540 Pulaski Highway, Baltimore, MD 21237 425 Queenstown Road, Severn, Maryland 21144

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) 1985 Ford Model LT9000 Dump Truck with 14' Aluminum dump body, S/N 1FDZU90W0FVA43037

(1) TIME SALES PRICE \$ 109,100.00
(2) Less DOWN PAYMENT IN CASH \$ 14,000.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 95,100.00

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 425 Queenstown Road, Severn, Maryland 21144

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Ninety five thousand one hundred and 00/100***** Dollars (\$ 95,100.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 25th day of July, 19 85, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,585.00 and the final installment being in the amount of \$ 1,585.00

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKER(S):

Date: June 24, 19 85

Chesapeake Ford Truck Sales, Inc. T/A
Accepted Chesapeake Truck Sales (SEAL)
(Print Name of Seller Here)

John Robert Williams (SEAL)
(Print Name of Buyer-Maker Here)

By: H.C. Weidner V.P.

By: John Robert Williams owner
Co-Buyer-Maker: TITLE (SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By: _____

This instrument prepared by _____

1

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York. Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(Guarantor-Endorser) (L.S.) _____(Guarantor-Endorser) (L.S.)
 _____(Guarantor-Endorser) (L.S.) _____(Guarantor-Endorser) (L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and acts over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York. Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (SEAL)
 _____ (Corporate, Partnership or Trade Name or Individual Signature) } Signature of Seller
 _____ (Witness) By: _____ (Signature: Title of Officer, "Partner" or "Proprietor")

Mailed to Secured Party

10.000

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

6/27 1984

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 222373 in Office of D. Garrett Harrington
(Filing Officer) (County and State)

AA. MD

Debtor or Debtors (name and Address):

Michael J DeVincent
8385 Lockwood Rd Pasadena MD 21122

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Husdnold Bank
.....
Secured Party

By M.D. [Signature]
.....
Its Branch Office Manager



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1985 JUL 29 PM 2:34

257606

LIDER - 487 PAGE 336

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Ferris a Co 77 West Annapolis St Annapolis Md 21401	2. Secured Party(ies) and address(es) Citicorp Industrial Credit 450 Monroeville Ave Harrison N.Y. 10528	Far Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: PANAFAX UF-400 Facsimile Unit S/N 02501155 21003 0020 #612717-01C		5. Assignee(s) of Secured Party and Address(es)

Not Subject To Recordation Tax
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

<p><u>Ferris a Co</u> By: <u>Patricia G. Abbiss</u> Signature(s) of Debtor(s) Director/Services</p>	<p><u>Citicorp Industrial Credit</u> By: <u>J. S. M.</u> Signature(s) of Secured Party(ies)</p>
---	---

(1) Filing Officer Copy - Alphabetical
STANDARD FORM - FORM UCC-1.

1100

FILED Mailed to Secured Party.
1995 JUL 29 PM 2:34

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 6-27-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name A. J. MILLER'S APPLIANCE, INC
Address 2111-C BALDWIN AVENUE, CROFTON, MD. 21114

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation
Address 1900 Sulphur Spring Road P. O. Box 7360
Baltimore Maryland 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossession; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; all equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

NOT SUBJECT TO RECORDATION TAX

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

W. E. Haughey Sr. Vice President
(Signature of Debtor)

W. E. HAUGHEY, Sr. Vice President
Type or Print Above Name on Above Line

(Signature of Debtor)

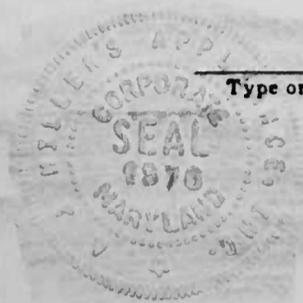
Type or Print Above Signature on Above Line

Paul Wolkittel
(Signature of Secured Party)

Paul Wolkittel, Asst. Branch Mgr.
Type or Print Above Signature on Above Line

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1985 JUL 29 PM 2:36



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This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Scott Jr, Leroy F Scott, Regina C 1126 Wynbrook Road Glen Burnie, Md 21061	2. Secured Party(ies) and address(es) Mercury Marine Acceptance Corp Security Office Park Suite 114, 7008 Security Blvd Baltimore, Md 21207	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: 1985 Mariner outboard Model 75ELPT Serial No. 0A170038 with controls, Ignition Switch, propeller		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented.

Filed with:

By: Leroy F. Scott Jr
Signature(s) of Debtor(s)
Regina C. Scott

By: Chadman
Signature(s) of Secured Party(ies)

12:50

(1) Filing Officer Copy—Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

FILED *KF*
1985 JUL 29 PM 2:36

FINANCING STATEMENT FORM UC-31

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 6-12-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SHREWSBURY, William R. & Charlotte
Address 9957 Frederick Road, Ellicott City, MD 21043

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 303 Second Street
Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1968 38' Chris Craft FBSD C.G. Official Number 518586
1974 Twin 350 Owens gas engines

ASSIGNEE:

SOCIETY FOR SAVINGS
1290 Silas Deane Highway
Wethersfield, CT 06109

Home anchorage/winter: Annapolis, MD

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

William R. Shrewsbury
(Signature of Debtor)

WILLIAM R. SHREWSBURY
Type or Print Above Name on Above Line

Charlotte Shrewsbury
(Signature of Debtor)

CHARLOTTE SHREWSBURY
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

FIRST COMMERCIAL CORPORATION
Type or Print Above Signature on Above Line

Mailed to Secured Party

FILED *KE*

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Anne Arnold Co
6-21-85

12.50

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 6-20-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GODLESKI, Carl G.
Address 1418 State Rt. 885, Jefferson Boro, PA 15025

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 303 Second Street
Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1985 48' Moody fiberglass hull #MPX47089F585
1985 75 HP British Lehland Thorneycroft diesel engine

ASSIGNEE:
HORIZON FINANCIAL F.A.
808 Masons Mill Business Park
1800 Byberry Road
Huntington Valley, PA 19006

Home anchorage/winter: Annapolis, MD

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor: Carl G. Godleski
Type or Print Above Name on Above Line
Type or Print Above Signature on Above Line

Signature of Secured Party: [Signature]
Type or Print Above Signature on Above Line: FIRST COMMERCIAL CORPORATION

11-000

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Mailed to Secured Party

Am Ardell Co
6-24-85

LIBER -487 PAGE 341

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Shenk, George C. Sr. Shenk, Reo S. 3184 Harness Creek Road Annapolis, MD 21403		2. Secured Party(ies) and address(es) First National State Bank of South Jersey Rte. 541 & Summit Avenue Burlington, N.J. 08016	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. #11671		Date Filed 3/16/ 1984	
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.			
6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.			
7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.			
8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.			
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.			
10.			

6-20-85

No. of additional Sheets presented: _____

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: X Daniel A. Schaal, Jr. Signature(s) of Secured Party(ies) Sr. VicePres.

FIRST NATIONAL STATE BANK OF SOUTH JERSEY

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical



Mailed to Secured Party

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MARYLAND NATIONAL BANK
 We want you to grow.SM
MEMBER FDIC

FINANCING STATEMENT

1. To Be Recorded in the Land Records at _____
2. To Be Recorded among the Financing Statement Records at Anne Arundel County
3. Not subject to Recordation Tax.
4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 20,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s) Chesapeake Air Shipping, Inc. Address(es) Cargo Bldg. A 22
DBA Pilot Air Freight Corp. P. O. Box 8764
BWI Airport, Md. 21240

6. Secured Party Maryland National Bank Address 201 Benton Avenue
 Attention: C. F. Kallay Linthicum, Md. 21090

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

~~N/A~~ **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

~~N/A~~ **Contract Rights.** All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

~~N/A~~ **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

~~N/A~~ **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

~~N/A~~ **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

~~N/A~~ **All Equipment.** All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

~~N/A~~ **Specific Equipment.** All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

~~N/A~~ **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ~~N/A~~ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Chesapeake Air Shipping, Inc.
DBA Pilot Air Freight Corp.

R. E. Norris, Pres. (Seal)

P. B. Sigismondi, V. Pres. (Seal)

 (Seal)

Secured Party
 Maryland National Bank

Constance F. Kallay (Seal)

Assistant Vice President

Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

11.00
 140.50

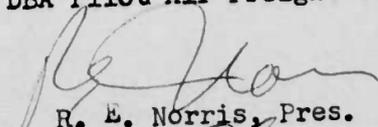
KF

SCHEDULE A

THIS SCHEDULE A is attached to and made a part of a

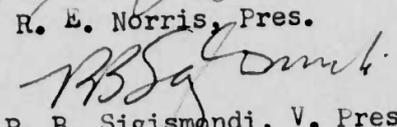
Note and Security Agreement between Chesapeake Air Shipping, Inc. DBAPilot Air Freight Corp. and Maryland National Bank dated June 11, 1985

<u>Quantity</u>	<u>Description</u>	<u>Model #</u>	<u>Serial #</u>
1	Allis Chalmers Fork Lift Truck		34088000
1	Xerox Copier	1035	531-169993
1	Xerox Copier Stand	1035	
1	Jarvis Corporation EZ-1 Electronic Key Telephone System		
1	Memorywriter	610	C80-399233
1	D & F Secretary "L" Desk	HO 1843-5RH DOK	
1	D & F Panel End Conference Desk	CO 3672DP-36 WAL	
2	D & F Panel End Credenzas	CO 2066CR-20 WAL	
1	D & F Executive Chair	GL 6250-W NAT	
4	D & F Econo Screens	JA 45 FAW	
2	D & F Econo Screens	JA 36F FAW	
1	D & F Executive "L" Desk	HO 1820-5LH DOK	
2	D & F 2 Drawer Lateral Files	HO 1832 DOK	
1	D & F 3 Shelf Bookcase	HO 4812 DOK	
5	D & F Wood Student Desks	HO 365 DOK	
4	D & F Corner Modules	NI CT1CL-26 DOK	
4	D & F Return Modules	NI 3622RT-29 DOK	
4	D & F Overstorage Units	NI 3618CU DOK	
1	Mobile File Cabinet - D & F	NI 1818SM DOK	
4	D & F Secretary Chairs	ER A1 RUS	
1	D & F Executive Desk	CO 3060DP-30 WAL	
1	D & F Executive Chair	GL 6250-0 NAT	
1	D & F Wood Secretary Desk	HO 2643RH DOK	
1	D & F 2 Drawer Lateral File	HO 2632DF DOK	
6	D & F Secretary Chairs	EG A1 RUS	
5	D & F Econo Screens	JA 55 FAW	

Chesapeake Air Shipping, Inc.
DBA Pilot Air Freight Corp.


R. E. Norris, Pres.

Mailed to Secured Party



P. B. Sigismondi, V. Pres.

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)

Secured Party:

NAME: AVCO FINANCIAL SERVICES
ADDRESS: PO BOX 997
CITY & STATE: GLEN BURNIE MD 21061

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
<u>VIVIAN & LAWRENCE MCDARIS</u>		<u>08-04-82</u>	
<u>8327 BALTIMORE ANNAPOLIS BLVD</u>		ACCOUNT NO.	TAB
<u>PASADENA MARYLAND</u>	<u>21122</u>	<u>792100415</u>	<u>15</u>

Filed with: CLERK OF CRT AA COUNTY FILE # 8060

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

AVCO Financial Services Liber 452 PS 419 243717
(SECURED PARTY)
BY Conny G. Budgen Dated: 6/19, 19 85
TITLE

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
19-1255 (5-81)

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Mailed to Secured Party

anne arundell
220 36 2902
6/7 A

LIBER - 487 PAGE 345

257612

Buyer's (Debtor's) Name (Last name first) <i>Reno Aldridge</i>	Purchaser's Mailing Address <i>1344 Defense Hwy</i>	Zip Code
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address <i>Chambelle, Md 21054</i>	Zip Code
Seller's Name <i>Patuxent Implement Co, Inc</i>	Seller's Address <i>3030 SE Crain Hwy, Upper Marlboro, Md</i>	Zip Code <i>207</i>
BUYER'S SOC. SEC. NO. (First Signer): <i>220-36-2902</i>		

DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:

QTY.	N=New U=Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No.
1	N	JD	430	Tractor	M00430 X28682
1	N	JD	272	mower	418 9360
				w/ PTO & 3PT hitch	

**FINANCING STATEMENT
FOR FILING**

This statement is not to be recorded among the Land Records.

CHECK X ITEMS WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name of record owner)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name of record owner)
- Proceeds of collateral are also covered.
- Products of collateral are also covered.

Transaction (is not) subject to recordation tax imposed by Article 81, Sections 277 & 278. Principal amount of debt initially incurred \$ _____

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**

P.O. Box 4949
Syracuse, NY
13221

NOTE - Type name under each signature and if company, type name of company and name and title of authorized signer.

Mail to: **John Deere Company**
P.O. Box 585-4949
Syracuse, N.Y. 13201
13221

Debtor resides in anne arundell md Note dated and signed 6/7/85 Debtor's Telephone No. 301-721-0575

Reno Aldridge
(Debtor's Signature)
Reno Aldridge

Patuxent Implement Co, Inc
(Seller's Name)

(Debtor's Signature)

Robert D. Dixon
Seller's (Secured Party) Signature

(Do not write below this line)

Robert D. Dixon, Pres.

FILED

1985 JUL 20 PM 2:42

11.00
50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

S / A 01

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J.A.J. SEAFOOD, INC.
Address 353 Fleagle Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Trans-American Leasing Corporation
Address The Steffey Bldg, Ste.200B
407 Crain Hwy., Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 2 1985 International trucks w/22' supreme body #26166 & 26167
Thermo King RD150#0552751493 & 150#0552751498
S/N's 1HTLDTVN9FHA44652
1HTLDUYN1FHA22212

All machinery, equipment, accounts receivable, and inventories, now owned or hereafter acquired, including proceeds and products thereof.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

J.A.J. SEAFOOD, INC.

(Signature of Debtor)

Will A Wood

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

TRANS-AMERICAN LEASING COPORATION

(Signature of Secured Party)

Frank J. Sarro III, Exec. V.P.

Type or Print Above Name on Above Line

Filed in Anne Arundel County

Mailed to Secured Party

11.00
5

FILED
1985 JUL 29 PM 2:43

FINANCING STATEMENT

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 8700.00

If this statement is to be recorded in land records check here.

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John T. & Beulah Bailey

Address Box 185 Chesapeake Court Hanover, Md. 21076 (Anne Arundel County)

2. SECURED PARTY

Name Commercial Credit Savings & Loan Assoc.

Address 4022 Eastern Avenue Baltimore, Md. 21224

3. ASSIGNEE

Name Commercial Credit Savings & Loan Assoc.

Address 4022 Eastern Ave. Baltimore, Md. 21224
(Address to whom statement is to be returned)

4. Maturity date of obligation (if any) _____

5. This financing statement covers the following types (or items) of property: (list)

1981 Windsor Mobile Home Class-G ZWI701413988 14x70

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are to be grown on: (described real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

John T. Bailey
(Signature of Debtor)

D. Goldstein
(Signature of Secured Party)

Beulah Bailey
Type or Print Above Signature on Above Line

D. Goldstein
Type or Print Above Name on Above Line

12.00
5

FILED

Mailed to Secured Party

1985 JUL 29 PH 2:43

<p>This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.</p>		<p>No. of Additional Sheets Presented:</p>
<p>(1) Debtor(s) (Last Name First) and Address(es): Annapolis Lawn & Garden Equipment, Inc. 141 Defense Highway Annapolis, MD 21401</p>	<p>(2) Secured Party(ies) (Name(s) And Address(es): CARSWELL DISTRIBUTING CO., INC. P. O. BOX 4193 WINSTON-SALEM, NC 27105</p>	<p>For Filing Officer</p>
<p>(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).</p>	<p>(4) Assignee(s) of Secured Party, Address(es):</p>	
<p>(5) This Financing Statement Covers the Following types [or items] of property. ALL EQUIPMENT, AND INVENTORY, ACQUIRED BY DEBTOR FROM THE SECURED PARTY, FOR RESALE BY THE DEBTOR, INCLUDING BUT NOT LIMITED TO, LAWNMOWERS, GAS AND ELECTRIC TRIMMERS, TILLERS, TRACTORS, CHAIN SAWS, GO KARTS, GAS AND ELECTRIC APPLIANCES, WOOD AN OIL BURNING STOVES, PARTS, ACCESSORIES, AND PROCEEDS, ON WHICH THERE REMAINS ANY OBLIGATION, PAYABLE TO THE SECURED PARTY, BY THE DEBTOR AS DETERMINED BY SECURED PARTY'S BOOKS & RECORDS. THE FOR GOING COLLATERAL, SECURES ANY INDEBTEDNESS, OF DEBTOR TO SECURED PARTY, ARISING OUT OF THE PAST OR FUTURE PURCHASE OF INVENTORY BY DEBTOR, TO SECURED PARTY EVIDENCED BY A SECURITY AGREEMENT BETWEEN THE PARTIES. <input type="checkbox"/> Products of the Collateral Are Also Covered. (Not subject to Recordation Tax)</p>		
<p>(6) Signatures: Debtor(s) Annapolis Lawn & Garden Equipment, Inc. (By) <i>W. Harris - Sec. Pres.</i> Standard Form Approved by N.C. Sec. of State and other states shown above.</p>	<p>Secured Party(ies) [or Assignees] CARSWELL DISTRIBUTING CO., INC. (By) <i>Judy Mendenhall</i> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)</p>	<p>UCC-1</p>
<p>(1) Filing Officer Copy - Numerical</p>		

11.00

FILED *KE* Mailed to Secured Party
 1985 JUL 29 PM 2:44

850114

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

..... 1985

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 248111..... in Office of BAIRMORE..... AA DE MD
(Filing Office) (County and State)

Debtor or Debtors (name and Address):

WHELEN + Shirley BURNETT
495 DANMORE ANNAPOLIS BLVD
SEVERN Pt MD. 21446

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

..... Secured Party

By RTV.....
Its Branch Office Manager

UNIVERSITY FINANCE CORPORATION
1100 N. WASHINGTON ST.
ANNAPOLIS, MD. 21051

FILED

1985 JUL 29 PM 2:44

LIBER - 487 PAGE 349

10.30

TO BE
 NOT TO BE
 } RECORDED IN LAND RECORDS

 SUBJECT TO
 NOT SUBJECT TO

 } RECORDING TAX ON PRINCIPAL AMOUNT OF _____

FINANCING STATEMENT

1. Debtor(s): } The Lobster Pound, Ltd
 Name or Names—Print or Type
512 Crain Hwy. Bldg#12, Glen Burnie, MD 21061
 Address—Street No., City - County State Zip Code

 Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

2. Secured Party: } Harbor Leasing Associates
 Name or Names—Print or Type
701 Cathedral Street Baltimore, MD 21201
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). # (1) ONLY ARTIC COOLER # 10x12x9, with INTERIOR AND EXTERIOR CASING AND JAMB, centered on 12' side, hinged left

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

Debtor(s):
Lorraine Wendt
 (Signature of Debtor)
Lorraine Wendt (pres)
 Type or Print

 (Signature of Debtor)
 Type or Print

SECURED PARTY:
Harbor Leasing Associates
 (Company, if applicable)
[Signature]
 (Signature of Secured Party)
MARK CARLAN
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
 Name and Address Harbor Leasing Associates 701 Cathedral Street
 Lucas Bros. Form F-1
 Baltimore, MD 21201

11-50



FILED KF

1995 JUL 29 PM 2:45

J/E 10/13/82
10/21/82
9/6/83
1/15/85

LINER - 487 PAGE 351

257617

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ _____

FINANCING STATEMENT

1. Debtor(s):

Kimberleigh Farms, Inc. T/A
Name or Names—Print or Type
4736 Sykesville Road, Sykesville, MD 21784
Address—Street No., City - County State Zip Code

James E. Beynon, President
Name or Names—Print or Type
Sandra L. Beynon, Secretary
Address—Street No., City - County State Zip Code

2. Secured Party:

Arundel Property Investors Limited Partnership
Name or Names—Print or Type
8725 Loch Raven Blvd. Towson, MD 21204
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

All inventory, fixtures and equipment in Store # 6 in the Jumpers Eatery, Jumpers Mall, Anne Arundel County, Maryland also known as Jumpers Mall, Ritchie Highway, Pasadena, Maryland 21122.
8060-B

4. If above described personal property is to be affixed to real property, describe real property. Some of the above described personal property may be affixed to the above described store which is part of the real property shown on a plat entitled "Second Revision of Jumpers - the Mall & More" recorded in the land records of Anne Arundel County, Maryland at 3776/72-1.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): KIMBERLEIGH FARMS, INC.

James E. Beynon
(Signature of Debtor)

James E. Beynon, President
Type or Print

Sandra L. Beynon
(Signature of Debtor)

Sandra L. Beynon
Type or Print

SECURED PARTY:

ARUNDEL PROPERTY INVESTORS LIMITED
PARTNERSHIP (LANDLORD)
BY: CHURCHVILLE EQUITIES LIMITED
PARTNERSHIP (ITS GENERAL PARTNER)
(Company, if applicable)

Robert E. Stankiewicz
(Signature of Secured Party)
By: Robert E. Stankiewicz, General Partner
Type or Print

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

THE MARYLAND CORPORATION - 8725 Loch Raven Blvd. - Towson, Md. 21204

13.00
50

FILED
1985 JUL 29 PM 2:45

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

NOT SUBJECT TO A RECORDATION TAX

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Raymond R. Watts
Address 1365 Shirleyville Rd., Arnold, Md. 21012

2. SECURED PARTY

Name DiMarzo and Dellinger Truck Sales, Inc.
Address 1312 Ritchie Rd.
Capital Heights, Md. 20743
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

14' Godwin dump body, serial no. GM8037
mounted on 1985 Diamond Reo, Model C11664DB,
serial no. 1D9AC4189F1009643

1985 JUL 29 PM 2:46
FILED

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Assignment of Security Interest:
Deutsche Credit Corporation
One Penn Center West, Suite 202
Pittsburgh, Pa. 15276

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

X Raymond R. Watts
(Signature of Debtor)

Raymond R. Watts
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bernard B. DiMarzo
(Signature of Secured Party)

Bernard B. DiMarzo
Type or Print Above Signature on Above Line

11.00

(xx) Not Subject to Recordation Tax
 () Recordation Tax of \$_____ on
 Principal Amount of \$_____ is
 enclosed/has been paid (strike
 inapplicable phrase).

For Filing Officer
 File No.: _____
 Record Reference: _____
 Date & Hour of Filing _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

- LESSEE Stephen M. Polakoff, O.D.
 (Name or Names)
607 E. Camp Meade Rd. Linthicum Heights, Maryland 21090
 (Address)
 LESSEE _____
 (Name or Names)

 (Address)
- LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234
- ASSIGNEE (if any) Baltimore Federal Financial, F.S.A.
 of LESSOR _____
 (Name or Names)
P. O. Box 116 Baltimore, Maryland 21203
 (Address)

4. This financing Statement covers the following types (or items) of property:

One - Non-Mydratic Retinal Camera Model TRC-45AN
 S/N 260228, 630230

1985 JUL 29 PM 2:47

FILED



5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
 Products of Collateral are also covered Yes () No (xx)

LESSEE
Stephen M. Polakoff, O.D.
 By: X [Signature] Owner
Stephen M. Polakoff (Title)
 (Type or print name of person signing)
 By: _____
 (Title)
 (Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
 By: [Signature] V.P.
R. J. Brown (Title)
 (Type or print name of person signing)
 Return to: Baltimore Federal Financial, F.S.A.
P. O. Box 116
Baltimore, MD 21203
Attn: Jack Stamerro

11.00/50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

"Conditional Sales Contract Exempt from Recordation Tax"

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Historic Annapolis, Inc. Sch. #019598
Address 194 Prince George Street Annapolis, MD. 21401

2. SECURED PARTY

Name Lanier Business Products, Inc.
Address 1700 Chantilly Dr. NE.
Atlanta, GA. 30324

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Lanier Financial Services, Inc. 2501 Tucker Stone Parkway Tucker, GA 30084

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) 3M 586 Copier #411620
*And any and all other related items.

D. E. CLERK

1995 JUL 29 PM 2:49

FILED

Mailed to Secured Party

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

J. A. Doster Attorney-in-fact
(Signature of Debtor)

Historic Annapolis, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Lanier Business Products, Inc.

Type or Print Above Signature on Above Line

11-08
20-11

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

"Conditional Sales Contract Exempt from Recordation Tax" This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Mercantile Safe Deposit & Trust
Address 642 Old Hammonds Ferry RD. Linthicum, MD. 21090

2. SECURED PARTY

Name Lanier Business Products, Inc.
Address 1700 Chantilly Dr. NE.
Atlanta, Ga. 30324

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Lanier Financial Services, Inc. 2501 Tucker Stone Parkway Tucker, GA 30084

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- (1) 3M Model 583 Copier #418000
- (3) 3M Model 586 Copiers #'s 413748, 413854, 415416
- *And any and all other related items.

Schedule #020593

Mailed to Secured Party

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

J. A. Carter Attorney-in-fact
(Signature of Debtor)

Mercantile Safe Deposit & Trust

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Lanier Business Products, Inc.

Type or Print Above Signature on Above Line

1995 JUL 29 PM 2:48

FILED

D. E. CLERK

11-00

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

"Conditional Sales Contract Exempt from Recordation Tax" This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Harundale Mall, Inc. Sch. #019631

Address 50 Harundale Mall Glen Burnie, MD. 21061

2. SECURED PARTY

Name Lanier Business Products, Inc.

Address 1700 Chantilly Dr. NE.

Atlanta, Ga. 30324

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Lanier Financial Services, Inc. 2501 Tucker Stone Parkway Tucker, GA 30084

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- (1) 3M 570 Copier #418585
*And any and all other related items.

Mailed to Secured Party

1995 JUL 29 PM 2:48

FILED

D. E. CLERK

CHECK [X] THE LINES WHICH APPLY

5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- [X] (Proceeds of collateral are also covered)
[] (Products of collateral are also covered)

J. D. Dexter Attorney-in-fact (Signature of Debtor)

Harundale Mall, Inc. Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Lanier Business Products, Inc.

Type or Print Above Signature on Above Line

11.00

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

"Conditional Sales Contract Exempt from Recordation Tax"

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name General Elevator, Inc.

Address 801 Nursery Road Baltimore, MD 21203

2. SECURED PARTY

Name Lanier Business Products, Inc.

Address 1700 Chantilly Dr. NE.

Atlanta, Ga. 30324

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Lanier Financial Services, Inc. 2501 Tucker Stone Parkway Tucker, GA 30084

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- (1) 3M 586 Copier #412200
- (1) 574 20 Bin Sorter #338499
- *And any and all other related items.

Schedule #019730

Mailed to Secured Party

1985 JUL 29 PM 2:48

FILED



CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

J. A. Carter Attorney-in-Fact
(Signature of Debtor)

General Elevator, Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Lanier Business Products, Inc.

Type or Print Above Signature on Above Line

11.00

257625

FINANCING STATEMENT

(To Be Used For Direct Loans And Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Sunset Tanning Salon, Inc.
(Name or Names—Last Name First)
8548 Fort Smallwood Road, Pasadena, Maryland 21122
(Address)

2. SECURED PARTY: THE BANK OF GLEN BURNIE
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

3. This Financing Statement covers the following types (or items) of property:

TWO WOOLFE TANNING BEDS

- 4. Proceeds of collateral are covered hereunder: YES NO
- 5. Products of collateral are covered hereunder: YES NO
- 6. This transaction (is) ~~(is not)~~ exempt from the Recordation Tax.
- 7. The principal amount of the debt initially incurred is: \$13,000.00

8. Filed with: Clerk of The Circuit Court for Anne Arundel County

9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

Mail to Dated this 18th day of June, 19 85

DEBTOR: SUNSET TANNING SALON, INC.

SECURED PARTY:

✓ John M Lanasa
✓ Steven M Lanasa

THE BANK OF GLEN BURNIE

By: _____
(Title)

By: Alfreda E. Archer
Loan Department Supervisor
(Title)

FOR FILING OFFICER USE	
File No. _____	Date and Hour of Filing _____
Record Reference _____	

13.00
50

MP
FILED

1985 JUL 30 AM 9:21

FINANCING STATEMENT

(To Be Used For Direct Loans And Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Filipidis, George N. and Maria
(Name or Names—Last Name First)
1911 Lyden Road, Timonium, Maryland 21093
(Address)

2. SECURED PARTY: THE BANK OF GLEN BURNIE
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

3. This Financing Statement covers the following types (or items) of property:

- (1) 3 Door Freezer Vulcan Hart
(1) Counter Model Vulcan Fryer
(4) 4 Seat Booths
(4) 6 Seat Booths
(1) 10 Burner Vulcan Range
(1) Sharp Microwave
(1) Pastry Display Case with Water Station
(1) 6 ft. Urn Stand S/S
(1) 6 ft. Refrigerated Sandwich Unit
(1) Cup Lowerator 20x20
(1) Plat Lowerator
(1) Waffle Baker - 2 Sections
(6) 24x24 Tables and Bases
(6) 30x30 Tables and Bases
(1) 6'x10' Walk-in Refrigerator with outside cape
(20) Stools
(1) 5 ft. Hatco Heating Element

- 4. Proceeds of collateral are covered hereunder: YES [X] NO
5. Products of collateral are covered hereunder: YES NO [X]
6. This transaction (is) (XXXX) exempt from the Recordation Tax.
7. The principal amount of the debt initially incurred is: \$60,000.00

8. Filed with: Clerk of the Circuit Court for Anne Arundel County

9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

Dated this 18th day of June, 1985

DEBTOR:

SECURED PARTY:

George N. Filipidis
Maria Filipidis (Title)

THE BANK OF GLEN BURNIE
By: Norman E. Botts (Title)
Vice President and Cashier

FOR FILING OFFICER USE
File No. Date and Hour of Filing
Record Reference

13.50

Mailed to Secured Party

FILED
1985 JUL 30 AM 9:22

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries

ADDRESS: PO BOX 997
CITY & STATE: GLEN BURNIE MD 21061

FILING OFFICER NOTICE:

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
<u>TERRY S SLOAN AND TINA</u>		<u>10-14-83</u>	
<u>490 PATUXENT RD LOT 50</u>		ACCOUNT NO.	TAB
<u>ODENTON MARYLAND 21113</u>		<u>744207318</u>	<u>18</u>

Filed with: CLERK OF CRT AA COUNTY DELE 2967

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

FILED
 1985 JUL 30 AM 9:50

Mailed to Secured Party



RECORD FEE 10.00
 POSTAGE .50
 #01813 0040 R01 114:39

JUL 31 85

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY Jayne Kaley
TITLE

Liber 407- Nov. 7, 1983
249758
5/24/85 19

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

10.00
50

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries

ADDRESS: 7164 E FURNACE BR RD
CITY & STATE: GLEN BURNIE, MD 21051

FILING OFFICER NOTICE:

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)	ORVILLE C WEST AND ADELE WEST	DATE OF THIS FINANCING STATEMENT
	7468 SHIPLEY AVE HARMANS, MD 21077	7-7-85
		ACCOUNT NO. TAB
		449405185 85 7937

Filed with: CLERK OF CRT ANNE ARUNDEL CO ANNAPOLIS, MD

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

1985 JUL 30 AM 9:50

FILED

D. E. CLERK

Mailed to Secured Party

RECORD FEE 10.00
POSTAGE .50
#01814 0040 R01 T14:40
JUL 31 85

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Libe 452 Pg 69 ID# 243403

BY Mary Biny and Admin Asst
TITLE

Dated: 5/28, 19 85

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

19-1209 (REV. 11-80)

10.00
50

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries

FILING OFFICER NOTICE:

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: ~~7E 7104 E FURNACE BRANCH RD~~
CITY & STATE: GLEN BURNIE, MD 21061

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
WOODROW W HARTLOVE		09-21-84	
7388 SOUTH CAMELOT CRT HANOVER, MD		ACCOUNT NO.	TAB
21076		887801859	59 10060

Filed with: CLERK OF CRT ANNE ARUNDEL CO ANNRPOLIS, MD

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

1985 JUL 30 AM 9:52

FILED

Mailed to Secured Party



RECORD FEE. 10.00
POSTAGE .50
#01815 0040 R01 T14:40
JUL 31 85

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

The instrument receipt is the only thing we received back from CRT - Can we release with this?

BY Mary Bryant Admin Asst. Dated: 4/25/ 19 85
TITLE

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

19-1209 (REV. 11-80)

10.50
50

478-318

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries

FILING OFFICER NOTICE:

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: 7164 E FURNACE BR DR
CITY & STATE: GLEN BURNIE, MD 21061

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
RICHARD A STRAUGHN		2-17-84	
7789 NEW YORK LANE E GLEN BURNIE, MD 21061		ACCOUNT NO.	TAB
		341909705	9468

Filed with: OF CRT ANNE ARUNDEL CO ANNAPOLIS, MD 21401

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

- (b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
(c) Other (describe)

1985 JUL 30 AM 9:52

FILED

Mailed to Secured Party



RECORD FEE 10.00
POSTAGE .50
#01816 0040 R01 T14:41
JUL 31 85

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY Conroy G. Burk
TITLE

Libers 471 pg 269 ID 257142
Dated: 6/26, 19 85

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

19-1209 (REV. 11-80)

10.50

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es)
Knight's Trucking, Inc.
510 Bruce Ave.
Odenton, Md. 21113

2 Secured Party(ies) and Address(es)
Baldwin Service Center, Inc.
41 Defense Highway,
Annapolis, Md. 21401

3 Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:
1 - 1985 IH S-1954 SN#IHTLDTVNXFHA42103
with Snyder SD-2 10' Steel Dump
Body Serial # 42103

Not Subject To Recordation Tax

5 Assignee(s) of Secured Party and Address(es)
Associates Commercial Corp.,
9602A George Palmer Hwy.,
Lanham, Md. 20706

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with: ANNE ARUNDEL COUNTY

Knight's Trucking, Inc.
By: Paul Knight Pres.
Signature(s) of Debtor(s)

Baldwin Service Center, Inc.
By: [Signature]
Signature(s) of Secured Party(ies)

Filing Officer Copy-Alphabetical
12:50

Mailed to Assignee

FILED
1985 JUL 30 PM 1:34

LIDER - 487 PAGE 365

257623

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

<p>1 Debtor(s) Name and Mailing Address: (Do not abbreviate)</p> <p>AMERICAN TELEPROCESSING CORPORATION 10681 HADDINGTON HOUSTON, TEXAS 77043</p>	<p>2 Secured Party(ies) Name and Address:</p> <p>CHARTER NATIONAL BANK WESTHEIMER P.O. BOX 27852 HOUSTON, TEXAS 77227</p>	<p>3 For Filing Officer (Date, Time, Number and Filing Office):</p>
<p>4 This Financing Statement covers the following types (or items) of property WARNING: If collateral is crops, fixtures, timber or minerals, read instructions on back)</p> <p>Debtor hereby grants to creditor a security interest in one (1) Equatorial Micro Earth Station consisting of a 0.75-meter antenna, a down converter, and a controller box serial #19110</p> <p>LOCATED AT: HELLEMS ASSOCIATES 836 RITCHIE HIGHWAY SEVERNA PARK, MARYLAND 21146</p>		<p>5 Name and Address of Assignee of Secured Party: (Use this space to describe collateral, if needed)</p>
<p>Check only if applicable <input type="checkbox"/> This Financing Statement is to be filed for record in the real estate records</p>		<p>Number of additional sheets presented _____ <input type="checkbox"/> Products of collateral are also covered</p>
<p>6 This Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral (Please check appropriate box)</p> <p><input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state or when the debtor's location was changed to this state, or <input type="checkbox"/> already subject to a financing statement filed in another county <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor</p>		
<p>AMERICAN TELEPROCESSING CORPORATION By <i>Gregory H. Hays</i> Signature(s) of Debtor(s)</p>	<p>CHARTER NATIONAL BANK-WESTHEIMER By <i>Katia Loutenko</i> Signature(s) of Secured Party(ies)</p>	

11:00
8) Filing Officer Copy—Numerical

NOTE: ATTACHING ADDITIONAL PAGES TO A STANDARD FORM WILL RENDER THE FORM INTO A NONSTANDARD

STANDARD FORM—FORM UCC-1 (REV. 9-1-83) APPROVED BY THE SECRETARY OF STATE OF TEXAS—FORM E-1353—CLARKE & COURTS, INC.

11:00
8) 50

Mailed to Secured Party

FILED

1985 JUL 30 PM 1:35

257631

LIBER - 487 PAGE 368

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
TJM LEASING INC.
554 Benfield Village Center
Severna Park, Md. 21401

2. Secured Party(ies) and address(es)
LEASING SYSTEMS, INC.
1413 K Street - Suite 1200
N.W. Wash., D.C. 20005

3. Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:
1 complete Photo Video System , #706-610, #704-322 NV-8500

5. Assignee(s) of Secured Party and Address(es)
NS&T BANK, NATIONAL ASSOCIATION, 15th Street & New York Ave., N.W. Washington, D.C. 20005

Not subject to recordation tax # 15171

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

TJM Leasing Inc.
By: *[Signature]*
Title: *[Signature]*
(1) Filing Officer Copy-Alphabetical

LEASING SYSTEMS, INC.
By: *[Signature]*
Title: President
Signature(s) For Secured Party(ies)
Pres. Title
(For Use In Most States)

STANDARD FORM - FORM UCC-1.

1100

Mailed to Secured Party

FILED
1985 JUL 30 PM 1:38

STATE OF MARYLAND

LIBER - 487 PAGE 369

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 248451

RECORDED IN LIBER 464 FOLIO 353 ON 8/4/83 (DATE)

1. DEBTOR

Name Dennis Huffman dba Crazyhorse Enterprises

Address 8201 Ritchie Hgwy., Pasadena, MD 21122

2. SECURED PARTY

Name L-J Leasing Company

Address 600 Reisterstown Road

P.O. Box 21472

Balto., Md. 21208

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Termination

Dated 6/18/85

(Signature of Secured Party)

F. Jed

Type or Print Above Name on Above Line



Mailed to Secured Party

10.00
50

FILED

1985 JUL 30 PM 1:38

AA C 13.50

3191 5

257632

LIBER - 487 PAGE 370

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

FINANCING STATEMENT

Country Liquors, Inc. T/A Chisms

Name or Names - Print or Type

1. LESSEE(S) 303 E. Funnace Branch Road, Glen Burnie, MD 21061
 Address - Street No. City - County State Zip

2. LESSOR L-J Leasing Company Baltimore Maryland 21208
600 Reisterstown Road

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary)

- 1- Ember-Glo #691486
- 1- Petco #859YJ80754CN
- 1- Vulcan #94096465
- 1- Schaeffer #756991
- 2- Cecilware #ME31983, #ME31883
- 2- Comstock Castle #SBB208, SBB209
- 1- Progressive #17909

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are covered.

LESSEE(S): Country Liquors, Inc.
T/A Chisms

By: [Signature]
 Signature of Lessee
Gary Maynard Shoemaker, Manager
 Type or Print

LESSOR: L-J Leasing Company
 By: [Signature] Mgr
 Signature of Lessor
Daniel G. Bittner, Manager

Signature of Lessee

Type or Print

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To:

FILED

1985 JUL 30 PM 1:30

[Signature]
 L-J Leasing Company
 P.O. Box 21472
 600 Reisterstown Road

Mailed

13.50

AA Co 12.50

3188 5
257633

LIBER - 487 PAGE 371

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

FINANCING STATEMENT

JDS, Inc.

Name or Names - Print or Type

1. LESSEE(S)

201 Baltimore-Annapolis Blvd., Severna Park, MD 21146

Address - Street No. City - County State Zip

2. LESSOR

L-J Leasing Company
600 Reisterstown Road

Baltimore Maryland 21208

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary)

Frosted Cocktail Base
Banana, mai tai, margarita, orange cream, peach, pina colada,
planters punch, raspberry, strawberry
1- L-K 200 frosted cocktail machine
F100833

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are covered.

LESSEE(S): JDS, Inc.

LESSOR: L-J Leasing Company

By: *[Signature]*
Signature of Lessee

By: *[Signature]*
Signature of Lessor

GARY MAYNARD SHOEMAKER, OWNER
Type or Print

Daniel G. Bittner, Manager

Signature of Lessee

Type or Print

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To:

FILED

1995 JUL 30 PM 1:39

L-J Leasing Company
P.O. Box 21472
600 Reisterstown Road

Mailed to Secured Party

12-50

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. NOT SUBJECT

If this statement is to be recorded in land records check here

This financing statement Dated June 13, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SASS, George G. & Jane Keller
Address 22 Cornhill Street, Annapolis, MD 21401

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 303 Second Street, Annapolis, MD 21401
Midlantic National Bank, 2 Broad Street, Bloomfield, N.J. 07003
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1969 42' Grand Banks wood hull #107 U.S.Coast Guard O.N.524512
1969 Twin 120 HP Ford Lehman diesel engines

ID# 524512

Home anchorage/winter: Annapolis, MD

ASSIGNEE:

MIDLANTIC NATIONAL BANK
2 Broad Street
Bloomfield, NJ 07003

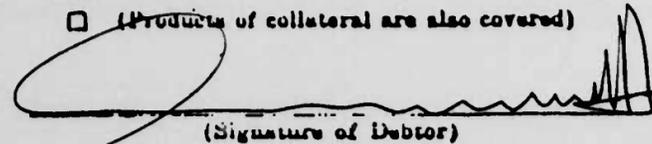
CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

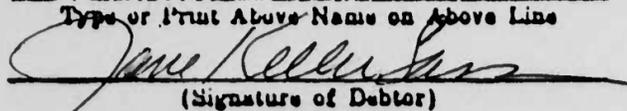
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

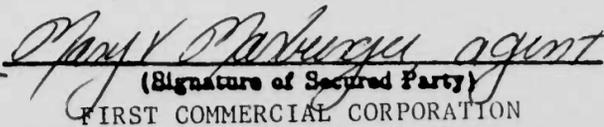
(Products of collateral are also covered)


(Signature of Debtor)

GEORGE G. SASS
Type or Print Above Name on Above Line


(Signature of Debtor)

JANE KELLER SASS
Type or Print Above Signature on Above Line


(Signature of Secured Party)

FIRST COMMERCIAL CORPORATION
Type or Print Above Signature on Above Line

12.00
50

FILED

1985 JUL 30 PM 1:40

Mailed to Assignee

PLEASE CROSS REFERENCE IN LAND RECORDS

LIBER - 487 PAGE 373

257635

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 06/06/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name William J. and Nancy L. Tacyne

BLDG. Address 7094 Kit Kat Rd.; Elkridge, MD 21227

HOME Address 1837 FOXCROFT CT - ANNAPOLIS, MD. 21401

2. SECURED PARTY

Name Telmark Inc.

Address P.O. Box 4943; Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 44' X 96' X 11'9" Umbaugh Pole Building Warehouse

THIS IS A LEASE TRANSACTION AND THIS FILING IS MADE FOR INFORMATIONAL PURPOSES ONLY.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

7094 Kit Kat Rd.; Elkridge, MD 21227

Howard County First Election District

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

William J. Tacyne
(Signature of Debtor)

William J. Tacyne
Type or Print Above Name on Above Line

Nancy L. Tacyne
(Signature of Debtor)

Nancy L. Tacyne
Type or Print Above Signature on Above Line

Robert C Carpenter Dist Mgr
(Signature of Secured Party)

TELMARK INC - ROBERT C. CARPENTER
Type or Print Above Signature on Above Line DIST MGR

RECORDATION TAX WILL BE PAID ON MORTGAGE
RECORDED IN LAND RECORDS

15.00



FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

FILED

1985 JUL 30 PM 1:40

Mailed to Secured Party

257636

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO YES NAME OF RECORD OWNER _____

State Corporation Commission

Clerk, Anne Arundel County Court
 MD

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

JKJ Chevrolet, Incorporated
 2000 Chain Bridge Road
 Vienna, Virginia 22180

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Dominion Leasing Corporation
 P.O. Drawer 13327
 Roanoke, Virginia 24040

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered

Description of collateral covered by original financing statement

See Schedule "A" Attached

"Lessee Has The Option To Purchase At End Of Lease

Not Subject To Recordation Tax

LOCATED: Koons Ford of Annapolis-2540 Riva Road, Annapolis, MD. 21401

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

JKJ Chevrolet, Incorporated

Carol P. Jones ✓ 5-9-85
 Signature of Debtor if applicable (Date)
 Carol P. Jones

Dominion Leasing Corporation

C. Fleming Kellam, Jr. 5-10-85
 Signature of Secured Party if applicable (Date)

C. Fleming Kellam, Jr.
 Vice President

5-29-85
 \$ 11.00

White - Filing Office Copy

FILED

any acknowledgement

Pink - Secured Party Copy

DB 197

1985 JUL 30 PM 1:43

SCHEDULE "A"

JKJ Chevrolet, Incorporated

LIBER - 487 PAGE 375

1 IBM 4331 GROUP 2 CONTROL PROCESSING UNIT
1 IBM 3830 DISK STORAGE CONTROLLER
2 IBM 3333 DISK STORAGE DEVICES
4 IBM 3330 DISK STORAGE DEVICES
TOTAL IBM COMPUTER EQUIPMENT

3 LINE PRINTERS
S/N 5866, 6952, 7365

37 REPORT/INVOICE PRINTERS
S/N 8159, 51734, 57138, 53102, 73850, 73928, 74843, 74844, 74845,
74846, 74850, 74851, 74852, 74853, 74854, 74855, 74859, 74860,
74861, 74863, 74864, 74865, 74866, 74868, 74870, 74871, 74872,
565758, 610105, 610325, 616616, 617572, 76126, 76235, 76150,
76236, 76260

97 CRT TERMINALS
S/N 200009, 203534, 203757, 205155, 203807, 203913, 204125,
206278, 206431, 307260, 307356, 307424, 307427, 307457, 307999,
308082, 308278, 308452, 308535, 308567, 308612, 308701, 308705,
308707, 308708, 308717, 308720, 308721, 308722, 308723, 308729,
308730, 308732, 308737, 308739, 308744, 308750, 308756, 308764,
308786, 308788, 308789, 308813, 308822, 308837, 308845, 308918,
308921, 308931, 308968, 308975, 309001, 309008, 309015, 309055,
309068, 309077, 309093, 309186, 309191, 309616, 409233, 409328,
409346, 409365, 409424, 409432, 409437, 409460, 409471, 409477,
409540, 409547, 409600, 409606, 409613, 409660, 409667, 409752,
409762, 409766, 409777, 409882, 409922, 840024, 940267, 940268,
940275, 201858, 940032, 940063, 940219, 940262, 940273, 940305,
840014, 840043,

39 MINI-PRINTERS
S/N 40104, 40111, 40113, 40114, 40118, 40158, 40198, 40234, 40235,
40236, 40237, 40239, 40241, 40249, 40256, 40266, 40312, 40312A,
40352, 40354, 40355, 40356, 40358, 40359, 40360, 40363, 40364,
40365, 40366, 40368, 40369, 40370, 40372, 40373, 40376, 40212A,
40226, 40231, 40330

1 2400 BAUD NETWORK MODEM
S/N 2047
3 SHORT HAUL MODEMS
S/N 12141, 12143, 12144

1 1200 BAUD NETWORK MODEM
S/N 577625

8 TEXT PRINTERS
S/N 617098, 616974, 598762, 610553, 610197, 617142, 610163,
610011

2 IBM-PC'S WITH EMULATION
S/N 11467965150, 12091535150

16 (sixteen) UCT 3274 Controllers (12) Port

Serial Numbers: 7183 7191
7184 7192
7185 7193
7186 7194
7187 7207
7188 7208
7189 7210
7190 7248

Mailed to Secured Party

LIBER - 487 PAGE 376

257637

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3. <input type="checkbox"/> The Debtor is a transmitting utility.		
1. Debtor(s) (Last Name First and Address(es)): MATTERA, LINDA J LIONS CREEK MHP Lot # 168 168 LIONS CREEK MHP LOTHIAN, MD 20711	2. Secured Party(ies): Name(s) and Address(es): JOY REAL ESTATE 6500 OLD BRANCH AVE, ST. 201 TEMPLE HILLS, MD 20784	4. For Filing Officer: Date, Time, No. - Filing Office			
5. This Financing Statement covers the following types (or items) of property: 1982 ELCONA, DORAL, Serial # 53147113076 14 X 70, 3 BR To include all contents, fixtures, appliances and appurtenances therein and thereto, including but not limited to these items specified in the manufacturer's invoice and/or purchase agreement and/or retail installment contract. <input checked="" type="checkbox"/> Products of the Collateral are also covered.		6. Assignee(s) of Secured Party and Address(es) Green Tree Acceptance, Inc. 6506 Loisdale Road #304 Springfield, VA 22150			
8. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records:	9. Name of a Record Owner	7. <input type="checkbox"/> The described crops are growing or to be grown on: <input type="checkbox"/> The described goods are or are to be affixed to: <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on: *(Describe Real Estate in Item 8.)			
No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input checked="" type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State LINDA J MATTERA S.S. # 220-50-6753					11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).
By <u>Linda J. Mattera</u> Signature(s) of Debtor(s)			By <u>Isabel Manfredi</u> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)		
3/83 11:00 (1) FILING OFFICER COPY - NUMERICAL STANDARD FORM - FORM UCC-1 — Approved by the Secretary of the Commonwealth of Pa.					

Mailed to Assignee

FILED

1985 JUL 30 PM 1:45

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented	3. <input type="checkbox"/> The Debtor is a transmitting utility
1. Debtor(s) (Last Name First and Address(es)). JOHNSON, JOSEPH H JOHNSON, ROSEMARY M BOONES MHP Lot # 279 279 WELCH WAY LOTHIAN, MD 20711	2. Secured Party(ies). Name(s) and Address(es): JOY REAL ESTATE 6500 OLD BRANCH AVE, ST. 201 TEMPLE HILLS, MD 20784	4. For Filing Officer: Date, Time, No.-Filing Office	
5. This Financing Statement covers the following types (or items) of property: 1978 Redman, EATON PARK, Serial # GH60G312207859 24 X 60, 3 BR To include all furniture , fixtures, appliances and appurtances therein and thereto, including but not limited to these items specified in the manufacturer's invoice and/or purchase agreement and/or retail installment contract. <input checked="" type="checkbox"/> Products of the Collateral are also covered.		6. Assignee(s) of Secured Party and Address(es) Green Tree Acceptance, Inc. 6506 Loisdale Road #304 Springfield, VA 22150	
8. Describe Real Estate Here:	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records:	7. <input type="checkbox"/> The described crops are growing or to be grown on: <input type="checkbox"/> The described goods are or are to be affixed to: <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on: *(Describe Real Estate in Item 8.)	
9. Name of a Record Owner			
No. & Street	Town or City	County	Section Block Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input checked="" type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.			11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).
By <u>Joseph H Johnson</u> JOSEPH H JOHNSON S.S. # 214-30-1131		By <u>Green Tree Acceptance, Inc.</u> <u>Isabel Manfredi</u> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)	
By <u>Rosemary M Johnson</u> ROSEMARY M JOHNSON S.S. # 578-34-8350			
3/83 12:50 (1) FILING OFFICER COPY - NUMERICAL STANDARD FORM - FORM UCC-1 — Approved by the Secretary of the Commonwealth of Pa.			

Mailed to Assignee

FILED

1985 JUL 30 PM 1:45

LIBER - 487 PAGE 378

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Buffo, Gerald M. 1004 Pennsbury Blvd. Pittsburgh, PA 15205	2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleeker Street Millburn, N.J.	For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>248578 Liber464 PG545</u>		
Filed with <u>Anne Arundel Co.</u> Date Filed <u>Aug 12</u> 19 <u>83</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

6-1885

11.00/50

No. of additional Sheets presented: _____

BERKELEY FEDERAL SAVINGS & LOAN

By: _____ Signature(s) of Secured Party(ies)

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Mailed to
Return to
First Commercial Corp.

FILED
D. E. CLERK
1985 JUL 30 PM 1:46

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated June 14, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JESSER: Rusty L.
Address 600 Water Street S.W. NBU6-9, Washington, DC 20024

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second Street, Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1979 36' Trojan Tri Cabin Fiberglass Hull # TRJ090360279363
1979 Twin 250 HP Chrysler Gas Engines # E513312, E513313

First Assignee:
Society For Savings
1290 Silas Deane Highway
Wethersfield, CT 06109

Home Anchorage/Winter: Edgewater, MD

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Rusty L. Jesser
(Signature of Debtor)

Rusty L. Jesser
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mary V. Parkburger agent
(Signature of Secured Party)

First Commercial Corporation

Type or Print Above Signature on Above Line

11.00
50

Mailed to Secured Party

FILED

1985 JUL 30 PM 1:40

Anne Arnold Co

6-18-85

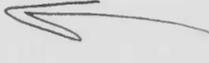
257610

LIBER - 487 PAGE 389

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Kharod, Prabhakar J. 312 Windfern Ct. Millersville, Md. 21108	2. Secured Party(ies) and address(es) Industrial Indemnity Company c/o Financial Guaranty Associates 330 East Kilbourn Avenue Suite 1170 Milwaukee, WI 53202	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: Debtor's limited partnership interest in VMS National Residential Portfolio II, an Illinois limited partnership including all of Debtor's rights and interest in said limited partnership and any successor limited partnership and under the limited partnership agreement relating thereto.		5. Assignee(s) of Secured Party and Address(es)

RETURN ACKNOWLEDGEMENTS TO
NATIONWIDE INFORMATION
488 BROADWAY
ALBANY, N.Y. 12207

Mailed to 

NOT SUBJECT TO RECORDATION TAX.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Diana C. Eans authorized signatory for
VMS Realty Partners, attorney-in-fact for
Prabhakar J. Kharod
Signature(s) of Debtor(s)

Industrial Indemnity Company
By: _____
Signature(s) of Secured Party(ies)
(For Use In Most States)

11:50
11:50/11:50

(1) Filing Officer Copy-Alphabetical **STANDARD FORM - FORM UCC-1.**

FILED
1985 JUL 30 PM 1:49

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated June 18, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LoCascio, Charles, R. and LoCascio, Patricia, M.

Address 414 Forest Beach Rd., Annapolis, Maryland

2. SECURED PARTY

Name Key Financial Services Inc.

Address 57 River Street
Wellesley Hills, MA 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1965 Pacemaker Hard Top MY 38' USCGR O/N: 298415
Engine: Chevolet, 210 each hp, gas, twin engines
Serial # P-E1167837 S-E1165231
Additional Equipment: 6.5 generator, battery charge, VHF, depth finder, engine synchronizer, CB radio, search light, stereo with T.V. antenna

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Charles R. LoCascio
(Signature of Debtor)

Charles R. LoCascio
Type or Print Above Name on Above Line

Patricia M. LoCascio
(Signature of Debtor)

Patricia M. LoCascio
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Key Financial Services Inc.
Type or Print Above Signature on Above Line

"NOT SUBJECT TO RECREATION TAX"

12.50 /

FILED

Mailed to Secured Party

1985 JUL 30 PM 1:50

LINER - 487 PAGE 382

257613

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Lessee Michael L. Baulsir DBA: Sir Speedy #7326 1908-A Forest Drive Annapolis, MD 21401	2. Secured Party(ies) and address(es) Lessor Canyon Capital, Inc. P. O. Box 30558 Billings, Mt. 59114	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: Printing Equipment Lease No. 259		5. Assignee(s) of Secured Party and Address(es) Norwest Leasing, Inc. Cargill Bldg. 7th and Marquette Minneapolis, MN 55479

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Anne Arundel County

By: Michael L. Baulsir
 Signature(s) of Debtor(s) Lessee X

By: Canyon Capital, Inc.
 Signature(s) of Secured Party(ies) Lessor

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

1200

JK

Mailed to Secured Party

FILED
 1985 JUL 30 PM 1:50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPED OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If production of transactions wholly or partially subject to recording law indicates amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name William & Judith Hagen

Address Alladin Village MHP Lot 42 7234 Washington Blvd -
BALH md 21227

2. SECURED PARTY

Name M&M Mobile Homes, Inc.

Address 8315 Washington Blvd. Jessup, Md. 20794

Conditional Sales Contract Has Been Signed

Person And Address To Whom Statement Is To Be Returned If Different From Above

Assignee: PSFS 1234 Market St. 9th Flr. Mobile Home Unit Philadelphia, PA 19107

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 used 1975 Fairmont Mobile Home 55 x 14 serial No6554

Amount Financed: 13781.00

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

William J. Hagen
(Signature of Debtor)

William Hagen

Type or Print Above Name on Above Line

Judith M. Hagen
(Signature of Debtor)

Judith Hagen

Type or Print Above Signature on Above Line

Gilbert A. Mobley
(Signature of Secured Party)

Gilbert A. Mobley, President

Type or Print Above Signature on Above Line
M&M Mobile Homes, Inc.

Mailed to Assignee

12.50

AK

FILED

1985 JUL 30 PM 1:51

Anne Arundel County

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 40,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to State Department of Assessments & Taxation

5. Debtor(s) Name(s) Address(es)
 S & S Automotive, Inc. 7425 Harford Road
 Baltimore, MD 21214
 (Continued on Attached Schedule A)

6. Secured Party Address
 Equitable Bank, National Association 100 S. Charles Street
 Attention: Anita L. Evangelisti Baltimore, MD 21201
 Loan Documentation

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are:

Debtors S & S Automotive, Inc.

By: Martin Schwartz (Seal) _____ (Seal)
 Martin Schwartz, President
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

11.00
50

FILED

1995 JUL 30 PM 1:52

AK

This Schedule A is attached to and made a part of a financing Statement by and between Equitable Bank, National Association, a National Banking Corporation and S & S Automotive, Inc., a Maryland Corporation.

Continued Addresses

6200 Baltimore National Pike #50-2
Baltimore MD 21228

5523 Belair Road #50-3
Baltimore, MD 21206

8000 Pulaski Highway #50-4
Baltimore, MD 21237

1645 Merritt Blvd #50-5
Baltimore, MD 21222

8100 Loch Raven Blvd #50-6
Towson, MD 21204

7233 Ritchie Highway #50-7
Glen Burnie, MD 21061

1992 West Street #50-11
Annapolis, MD 21401

10515 York Road #50-12
Cockeysville, MD 21030

Mailed to Secured Party

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

1. Debtor(s) (Last Name First) and Address(es):
Byers, Erik
1220 D GEMINI DR
ANNAPOLIS MD 21403

2. Secured Party(ies) Name(s) and Address(es):
TAM ASSOCIATES
215 Lexington Avenue
New York, New York 10016

3. The Debtor is a transmitting utility.
4. For Filing Officer: Date, Time, No. Filing Office

5. This Financing Statement covers the following types (or items) of property:
42 1/2 shares of stock of National Repeater Systems, Inc. represented by Stock Certificate No. 2 in the name of Debtor.

6. Assignee(s) of Secured Party and Address(es)

Products of the Collateral are also covered.

8. Describe Real Estate Here:

This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

7. The described crops are growing or to be grown on.
 The described goods are or are to be affixed to.
 The lumber to be cut or minerals or the like (including oil and gas) is on.
*(Describe Real Estate Below)

No. & Street Town or City County Section Block Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
 under a security agreement signed by debtor authorizing secured party to file this statement, or
 which is proceeds of the original collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
 when the collateral was brought into the state, or when the debtor's location was changed to this state.

Erik Byers

TAM Associates

By [Signature]
Signature(s) of Debtor(s)

By [Signature]
Signature(s) of Secured Party(ies)

10.00
(5/82)

(1) Filing Officer Copy-Numerical
STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York

1000

Mailed to Secured Party

FILED

1985 JUL 30 PM 1:54

AK

COPY FOR FILING

FINANCING STATEMENT

- Not Subject to Recordation Tax Purchased Money To Be Recorded in Land Records (For
- Subject to Recordation Tax; Principal Fixtures Only).
- Amount is \$ _____

NAME	ADDRESS		
1. Debtors(s) (or assignor(s))	No.	Street	City State
Grass Roots, Inc.	501	W. Central Ave.	Davidsonville, MD 21035

2. Secured Party (or assignee)
 SUBURBAN BANK 12125 Viers Mill Rd. Silver Spring, MD 20906

3. This Financing Statement covers the following types (or items) of property:
 One Model 210 Tymco Air Sweeper mounted on a 1985 GMC C-30D Truck and equipped with:
 6.2 Liter Diesel Engine
 Kubota Aux. Diesel Engine
 Left Gutter Broom & Light
 Dust Control System
 Auxiliary Hand Hose
 Leaf Pressure Bleeder
 Left Parabolic Mirror
 Amber Strobe Light
 Tymco #8505SNB2579
 GMC #1GDHC34JOF520450

CHECK THE LINES WHICH APPLY

- 4. (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

- 5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
- (If products of collateral are claimed) Products of the collateral are also covered.
- 6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party:	Debtor(s) or Assignor(s)
SUBURBAN BANK	Grass Roots, Inc.
By: <u>Frances E. Boykin</u>	<u>David B. Cook</u> By: David Cook, Pres.
Type Name <u>Frances E. Boykin</u>	
Title <u>Retail Banking Officer</u>	
	_____ Type or Print Name and Title of Each Signature

11.00/5

Mailed to Secured Party

FILED

1985 JUL 30 PM 1:55

AK

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

Linthicum Motor Co. Inc.
1420 W. Nursery Road
Linthicum Heights, MD 21090

2 Secured Party(ies) and address(es)

SKF Automotive Products Div.
SKF Automotive Products, Inc.
2320 Marconi Avenue
St. Louis, MO 63110

For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:

All SKF and McQuay-Norris inventory manufactured, sold or consigned by Secured Party now owned or hereafter acquired as per Security Agreement dated 4-3-85.

Not subject to recordation tax -- covers inventory and accounts receivable.

ASSIGNEE OF SECURED PARTY

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented:

Filed with:

SKF Automotive Products Division
SKF Automotive Products, Inc.

By: Edward J. Sachs Jr.
Signature(s) of Debtor(s)

Edward J. Sachs Jr.

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy -- Alphabetical

Mailed to Secured Party

FILED

1985 JUL 30 PM 1:55

1150
AK

(xx) Not Subject to Recordation Tax
() Recordation Tax of \$_____ on
Principal Amount of \$_____ is
enclosed/has been paid (strike
inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Chesapeake Heating & Air Conditioning, Inc.
(Name or Names)
148 Riviera Drive Pasadena, Md. 21122
(Address)

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Northfield Savings & Loan Assoc., Inc.
Of LESSOR _____
(Name or Names)
1844 E. Joppa Rd. Baltimore, Maryland 21234
(Address)

4. This financing Statement covers the following types (or items) of property:
1 - Flagler 24 Gauge Pittsburg Machine & Flanging Attachment, 1 - Wilder Powerslitter Model 2024, 1 - National Handbrake Model N9616

1985 JUL 30 PM 1:56

FILED

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE LESSOR
Chesapeake Heating & Air Conditioning, Inc. CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Leo L. Munchel 3rd By: Gordon T. Hill President
(Title) (Title)

Leo L. Munchel 3rd Gordon T. Hill
(Type or print name of person signing) (Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return to: Northfield Savings & Loan
1844 E. Joppa Rd.
Baltimore, MD 21234
Attn: Ron Jobson
Mailed to _____

11:50

AK

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Supreme Bus Company, Inc.

Address 2609 Evergreen Road, Odenton, Maryland 21113

2. SECURED PARTY

Name ABC Bus, Inc.

Address 17469 W. Highway 50, Winter Garden, FL 32787

Leasing Service Corporation, P.O. Box 1680, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

Assignee of the Secured Party

Leasing Service Corporation
P.O. Box 1680
Glen Burnie, MD 21061



CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Supreme Bus Company, Inc.

Demosthenes McDow, Pres
(Signature of Debtor)

Demosthenes McDow, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ABC Bus, Inc.

Dave Cornell
(Signature of Secured Party)

Dave Cornell, V.P.
Type or Print Above Signature on Above Line

17.00
5-0

FILED
1985 JUL 30 PM 1:57

AK

LIBER - 487 PAGE 391
ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract")

dated June 14, 1985, between ABC Bus, Inc., as Seller/Lessor/Mortgagee, and Supreme Bus Company, Inc., 2609 Evergreen Road, Odenton, MD. 21113

(Name) (Address)
as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described, and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the property described therein and good right to sell, lease and transfer the same; it is a valid obligation arising out of the instalment sale or lease or mortgage of the property described therein to the Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; it reserves a valid, free and clear title to or creates an encumbrance and first lien upon such property; it and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it will be paid and performed according to the terms thereof, and it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, leases, loans, chattel mortgages and instalment paper; it has been properly filed or recorded, and will be re-filed or re-recorded where necessary, without cost to CREDIT; the property described therein has been delivered, accepted and installed, will be satisfactorily maintained and protected and will operate to the satisfaction of the Obligor; and there is still unpaid and owing thereon the sum total of the unmatured instalments stipulated in and evidenced by said contract the payment of which will be made by us if not paid by the Obligor, together with interest, attorneys' fees, court costs and other expenses in connection therewith. We further represent, warrant and agree that CREDIT has and will at all times continue to have a valid and enforceable first lien on the property described in said contract; that CREDIT may in our name endorse any notes or any other obligations given in connection with said contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement between us and CREDIT, if any, applicable to the purchase of paper as defined therein, by CREDIT from us, are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to any notes or any other obligations given in connection with said contract. In addition to the foregoing it is agreed that we shall be fully liable for payment of all of Obligor's obligations under the contract in the event Obligor fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property described in the contract, and/or if CREDIT is unable to promptly retake possession of the property described in the contract free and clear of any other liens and encumbrances in the event of a default under the contract.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 312,826.08

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 14th day of June, 19 85

ABC Bus, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By: Donne Cornell
Donne Cornell Vice Pres

(If corporation, print or type exact corporate name; have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

EQUIPMENT LEASE AGREEMENT

LIBER - 487 PAGE 392

"LESSOR": ABC Bus, Inc.
17469 W Highway 50
Winter Garden, FL 32787
(Address of Lessor)

"LESSEE": Supreme Bus Company, Inc.
2609 Evergreen Road
Odenton, Maryland 21113
(Address of Lessee)

On the 14th day of June, 1985, Lessor hereby leases to Lessee the following property (hereinafter called "Equipment"), as-is, which is for commercial use and is not consumer goods, for a lease term, at the Total Rent and on the terms and conditions stated below and continued on the reverse side hereof:

Description of Equipment (Include make, year, model, identification, model and serial numbers or marks):
One (1) 1984 Neoplan Spaceliner,
S/N 2N9HP13AXEP410136

Table with financial details: TOTAL RENT \$ 312,826.08, ADVANCE RENT Paid Herewith \$ -0-, BALANCE OF RENT \$ 312,826.08, No purchase option available hereunder -0-, No Renewal option available hereunder -0-, Equipment to be located at: 2609 Evergreen Road, Odenton, Maryland 21113

Lessee acknowledges receipt of and accepts Equipment, and acknowledges that no warranties, representations or agreements not expressed herein have been made by Lessor; and Lessee further acknowledges notice of the intended assignment of this lease to either Credit Alliance Corporation or Leasing Service Corporation (said assignee hereinafter called "Lessor") and upon such assignment, Lessee agrees not to assert against the Lessor and any subsequent Assignee any defense, setoff, recongment, claim or counterclaim which Lessee may have against the original lessor who has executed this lease agreement and/or any subsequent Lessor, whether arising hereunder or otherwise. Lessee, jointly and severally, if more than one, agrees and promises to pay to the order of Lessor or Credit Alliance Corporation or Leasing Service Corporation (whoever is the then holder of this lease, such holder hereinafter called "Lessor"), said Balance of Rent, plus any applicable sales tax, in successive monthly installments commencing on the

17th day of July, 1985, and continuing on the same date of each month thereafter until paid; the first 83 installments shall each be in the amount of \$ 3,724.12, plus any applicable sales tax, and the final installment shall be in the amount of \$ 3,724.12, plus any applicable sales tax, payable at any office of Lessor, or at such other place as Lessor may from time to time appoint. The term of this lease shall commence upon the acceptance hereof by lessor and shall terminate 30 days following the due date for the final installment of rent as provided hereinabove.

Equipment shall be located at the address herein set forth, and shall not be removed from such location without the prior written consent of Lessor. Lessee will not change or remove any insignia or lettering which is or may be placed on Equipment indicating Lessor's ownership thereof and at any time during the term of this lease, upon request of Lessor, Lessee will affix to Equipment in a prominent place, labels, plates or other markings stating that Equipment is owned by Lessor. Lessee shall use Equipment solely in the conduct of its business and in a careful, lawful and proper manner, and shall not part with possession of or enter into any sub-lease with respect to Equipment or any part thereof or assign this lease or any interest hereunder without the prior written consent of Lessor and any attempted assignment shall be null and void. Lessee, at its own cost and expense, shall keep Equipment in good repair, condition and working order and shall furnish any and all parts and labor required for that purpose. Lessee shall not make any material alterations to Equipment without the prior written consent of Lessor. No invoice issued prior to the complete performance of this lease shall operate to pass title to Lessee. All equipment, accessories, parts and replacements for or which are added to or become attached to Equipment shall immediately become the property of Lessor and shall be deemed incorporated in Equipment and subject to the terms of this lease as if originally leased hereunder.

Lessee hereby assumes and shall bear the entire risk of loss of and damage to Equipment from any and every cause whatsoever. No loss of or damage to Equipment or any part thereof shall impair any obligation of Lessee hereunder, which shall continue in full force and effect. In the event of damage of any kind whatever to any item of Equipment (unless the same is damaged beyond repair), Lessee, at the option of Lessor, shall at Lessee's expense place the same in good repair, condition and working order. If Equipment, or any portion thereof, is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair, Lessee shall immediately pay Lessor therefor in cash an amount equal to the actual fair market value of the Equipment involved plus 25% of the aggregate amount of unpaid Total Rent for the balance of the term of this lease allocated by Lessor to the Equipment involved but in no event less than 115% of the unpaid Total Rent allocated by Lessor to the Equipment involved. Upon payment as aforesaid, this lease shall terminate with respect to the terms of Equipment so paid for. The proceeds of any insurance payable as result of loss of or damage to Equipment shall be applied, at the option of Lessor, toward the replacement, restoration or repair of Equipment or toward payment of the obligations of Lessee hereunder. Lessee shall indemnify and save Lessor harmless from any and all liability arising out of the ownership, selection, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, but shall be credited with any amounts received by Lessor with respect thereto from liability insurance procured by Lessee. Lessee shall keep Equipment insured against all risks of loss or damage of any cause whatsoever for not less than (a) the actual fair market value of the Equipment; or (b) the cost of Equipment to Lessor less reasonable depreciation; or (c) the aggregate amount of unpaid Total Rent for the balance of the term on this lease; whichever be greater, and shall carry public liability insurance, both personal injury and property damage, covering Equipment. All said insurance shall be in form and amount and with companies satisfactory to Lessor. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lessor, and all such liability insurance shall be in the joint names of Lessor and Lessee. Lessee shall pay the premiums therefor and deliver to Lessor the policies of insurance or duplicates thereof, or other evidence satisfactory to Lessor of such insurance coverage. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that it will give Lessor 30 days' prior written notice of the effective date of any alteration or cancellation of such policy. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, execute and endorse in Lessee's name, all documents, checks or drafts due and/or payable to Lessee or any other party. In case of the failure of Lessee to procure or maintain said insurance or to comply with any other provision of this lease, Lessor shall have the right, but shall not be obligated, to effect such insurance or compliance on behalf of Lessee. In that event, all moneys spent by the expenses of Lessor in effecting such insurance or compliance shall be deemed to be additional rent, and shall be immediately paid by Lessee to Lessor. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content. Lessee shall comply with all laws and regulations relating to, and shall promptly pay when due, all license fees, registration fees, assessments, charges and taxes which may now or hereafter be imposed upon the ownership, possession, leasing, renting operation, control, use, maintenance, delivery and/or return of Equipment, and shall save Lessor harmless against actual or asserted violations, and pay all costs and expenses of every character in connection therewith or arising therefrom.

Title to equipment shall at all times remain in Lessor, and Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep Equipment free and clear from all levies, attachments, liens, encumbrances and charges or other judicial process of every kind whatsoever, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee will cooperate with Lessor, and take whatever action may be necessary, to enable Lessor to file, register or record, and refile, re-register or re-record this lease in such offices as Lessor may determine and wherever required or permitted by law, for the proper protection of Lessor's title to Equipment, and will pay all cost, charges and expenses incident thereto. Equipment is and shall remain personal property irrespective of its use or manner of attachment to realty, and Lessee will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of Lessor and the prior written agreement of the owner (if other than Lessee) and of any mortgagees of such realty, that Equipment shall remain personal property and may be removed at the option of Lessor. If Equipment is removed, with the consent of Lessor, from the address specified above, Lessee shall advise Lessor of its exact location. In any jurisdiction where the Uniform Commercial Code is in effect Lessee grants to Lessor a security interest in the Equipment and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located, now or hereafter belonging to Lessee or in which Lessee has any interest and agrees that any security interest created by this agreement secures any and all obligations of Lessee at any time owing to Lessor, now existing and/or hereafter incurred. Lessor may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where Equipment is located and may remove Equipment forthwith, without notice to Lessee, if Equipment is, in the opinion of Lessor, being used beyond its capacity or in any manner improperly

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE.

LESSEE ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT COPY OF THIS CONTRACT.

Accepted: ABC Bus, Inc. (SEAL)
(Print Name of LESSOR Here)

By: [Signature]
(Signature and Title of Authorized Officer, Partner or Individual)

Attest:
Witness: [Signature] Secretary

Supreme Bus Company, Inc. (SEAL)
(Print Name of LESSEE Here)

By: Demosthenes McDowpie
(Signature and Title of Authorized Officer, Partner or Individual)

Attest:
Witness: Secretary

This instrument was prepared by

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated June 14, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jenson, Greg, P. and Jensen, Kathleen, E.
Address 150 Dundee Road, Severna Park, Maryland 21146

2. SECURED PARTY

Name Key Financial Services Inc.
Address 57 River Street
Wellesley Hills, MA 02181
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1977 Tartan 34' Hull # TAR34472M771
Engine: Faryman R 30, 30hp, diesel, single, serial # 11-24646
Additional Equipment: knot meter, Horizon, VHF radio, RDF, pressure water, electric Bilge pump, dodge, 4 sails

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

"NOT SUBJECT TO RECORDATION TAX"

Greg P. Jensen
(Signature of Debtor)

Greg P. Jensen
Type or Print Above Name on Above Line

Kathleen E. Jensen
(Signature of Debtor)

Kathleen E. Jensen
Type or Print Above Signature on Above Line

Joseph P. DeWitt
(Signature of Secured Party)

Key Financial Services Inc.
Type or Print Above Signature on Above Line

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

12.50

FILED

Mailed to Secured Party

1985 JUL 30 PM 1:58

AK

TO BE
 NOT TO BE
 } RECORDED IN LAND RECORDS

 SUBJECT TO
 NOT SUBJECT TO

 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____

FINANCING STATEMENT

1. Debtor(s):

Mr. George E. Newcomb
 Name or Names—Print or Type
 283 Pinewood Road, Millersville, Maryland 21108
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

2. Secured Party:

John Deere Industrial Equipment Company
 Name or Names—Print or Type
 400 19th Street Moline, Ill. 61265
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

One (1) New John Deere Model JD9300 Backhoe S/N 051368 w/o hoe bucket.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

BY: George E. Newcomb Individual
(Signature of Debtor)

Mr. George E. Newcomb
Type or Print

(Signature of Debtor)

Type or Print

John Deere Industrial Equipment Co.
(Company, if applicable)

/S/ John Deere Industrial Equipment Company
(Signature of Secured Party)

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address John Deere Industrial Equipment Company
400 19th Street, Moline, Ill 61265

12.00

FILED
1985 JUL 30 PM 1:59

AK

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 05/23/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Belvedere Market

Address 366 Alameda Parkway Arnold, MD 21012

2. SECURED PARTY

Name Hobart Corporation

Address World Headquarters Troy, OH 45374

~~Diversified Credit Service P.O. Box 231726 Cleveland, OH 44121~~
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) 1840 Scale - Serial #13325138

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Tim Farron
(Signature of Debtor)

Belvedere Market
Tim Farron - Attorney-in-fact
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Wendy Friberg
(Signature of Secured Party)

Hobart Corporation
Wendy Friberg
Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

1985 JUL 30 PM 1:59
FILED

11.00
50

AK

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 06/17/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Food Mart Supermarket, Inc.

Address 7428 Furnace Branch Rd. Glen Burnie, MD 21061

2. SECURED PARTY

Name Hobart Corporation

Address World Headquarters, Troy, OH 45374

Diversified Credit Service
P.O. Box 21726 Cleveland, OH 44121

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- One (1) 1840-1 Multi-pric. Scale with platter USED Serial #15256746
- One (1) 18P-1 Printer USED Serial #15307879

1985 JUL 30 PM 2:00

FILED

Mailed to Secured Party

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Tim Farron

(Signature of Debtor)

Food Mart Supermarket, Inc.

Tim Farron Attorney-in-fact

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Wendy Friberg

(Signature of Secured Party)

Hobart Corporation

Wendy Friberg

Type or Print Above Signature on Above Line

11.00
20.50

AK

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 06/17/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Food Mart Supermarket, Inc.
Address 7430 Furnace Branch Rd. Glen Burnie, MD 21061

2. SECURED PARTY

Name Hobart Corporation
Address World Headquarters Troy, OH 45374
Diversified Credit Service
P.O. Box 21726 Cleveland, OH 44121

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- One (1) 1860-1 (1860M) Multi-Pric. Scale with platter - Serial #13365337
- One (1) 18VP-1 Variable Printer
- One (1) HWS-1 HWS Hand Wrap Station - Serial #31326239
- One (1) RAM-8K Memory Ram 8K
- One (1) C8 Stand

1985 JUL 30 PM 2:01
FILED

Mailed to Secured Party

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Tim Farron
(Signature of Debtor)
Food Mart Supermarket, Inc.
Tim Farron Attorney-in-fact
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Wendy Friberg
(Signature of Secured Party)
Hobart Corporation
Wendy Friberg
Type or Print Above Signature on Above Line

11.00
50

JK

FINANCING STATEMENT

For Filing Officer Use
File No.
Date &
Hour

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s)
(Last Name First)

No.	Street	City	State
	1413 K Street, N.W., Suite 1200,	Washington, D.C.	20005
	200 Main Street,	Annapolis, Md.	21401

Name of Secured Party or assignee

No.	Street	City	State
	1801 K Street, N.W.,	Washington, D.C.	20006

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All of Debtor's right, title, and interest to the equipment and all accessories or attachments thereto or substitutions thereof whether now existing or hereafter acquired and wherever located, covered by the equipment lease between Debtor and THE HAMPTON HOUSE dated 5/16/85, lease #15168, and to said equipment lease and all contract rights, accounts receivable and proceeds arising therefrom; said equipment including but not limited to

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

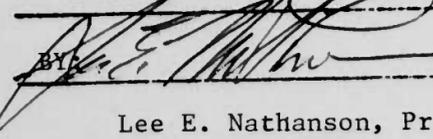
- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ **is not** ** subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt ~~is~~ **is** **Primary Collateral is accounts receivable.

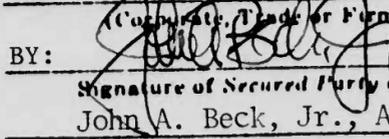
Debtor(s) or assignor(s)

LEASING SYSTEMS, INC.

DISTRICT OF COLUMBIA NATIONAL BANK, WASHINGTON

(Seal)

BY: 
Lee E. Nathanson, President

BY: 
John A. Beck, Jr., Asst. Vice President

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

Mailed to Secured Party

11.00

FILED

1985 JUL 30 PM 2:03



SCHEDULE "A"

SCHEDULE "A"

QTY.	DESCRIPTION
1	Eagle #314-163-18 R 3-compartment sink w/drain board
2	Eagle #HSA-10 Hand Sinks
1	Eagle #WS 1260-16-3 Custom 6' Overshelf
1	Eagle #CDTR 30 30 Clean Dishtable
1	Volcan #3D-20TF Dishwasher
1	Eagle L-shaped soil table w/cone and pre-rinse
1	Eagle Rack Shelf 21x40 605381
1	Eagle T&S Spray 300718
1	Delfield V-18760 5' Refrigerated Low Boy
1	Delfield #13 Custom-Hand Sink Built Into#13
1	Eagle 39" Utility Table T309SEBBS- S/S
1	Volcan 20 QT. Mixer BV 20 1/2 h.p. 240/60/1
1	Dunhill #2160C 4-well hot food table w/refrigerated base & maple cutting board - 3C 16x28x16 1/2
1	Delfield 5' Double Overshelf 1860 FS -S/S
1	Hatco GRH 48 heat lamp-4'
1	Exhaust Hood 11'6 x 4' Custom S/S
1	Magic Kitchen FMS MB 30 Char Broiler - 3/4" Manifold
1	Wolfe 45" combo 4-burner range, 2 hot top, 1 oven, - Burner 17,500 Hot top 17,500 BTU, ch 4 29 2 HT 3/4 gas connection
1	Volcan 115/60/1 Double convection oven(standard finish) 120,000 BTU, 22 SG 3/4" female gas connection
1	Victory Raetone Refrigerator AR-47-55 Type A 230/60/1 2-section w/pan slides
1	Eagle 3-compartment sink w/double drain
1	Crystal Tip Ice Machine C052B P 33/BR 946 208/60/1
1	Volcan Salamander (standard finish) 7808L -30,000 BTU 3/4" gas connection
1	Volcan 62017 Dough Hook
1	Volcan Fryer 7891G 1-1/4" Manifold-standard finish
1	Eagle Speed Rail -24-500781 strap
1	Washington Pot Rack-Ceiling 60 PRC 60
1	Delfield Counter-top Freezer #403 1/4 HP.
1	Volcan Grinder 12 Hub 60535
1	Eagle Ice Chest BSC-18
4	5x12 SS Shelves Eagle WS1260 16-3
2	5x12 SS Shelves Eagle WS1260
6	6x12 SS Shelves Eagle WS1272 16-3
2	CRC 2-door Refrigerators- Classic #C 2RDA-25
1	Perlick 4-ft. Beverage cooler-#7260D Standard
1	Berkel Slicer #808
1	4 Speed Rail, Eagle #500783
1	Fire Suppression system, Kiddle Dry Chemical
1	Thunderbird Steamer
8	86" Posts SS 86PS
6	48" Metro Seal Shelves #1848 NK
6	60" Metro Seal Shelves #1860 NK

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated May 31, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Pilli, John, F., Sr.
Address 907 Reece Road, Severn, Maryland 21144

2. SECURED PARTY

Name Key Financial Services Inc.
Address 57 River Street

Wellesley Hills, MA 02181
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1983 Sea Ray Sundancer 26' 5" Hull # 87M300982-260 DA065-83
Engine: single, Mercruiser 260 hp, gas engine serial # 235468
Additional equipment: VHF, depth finder, am/fm stereo,
optional seat forward and aft, search light, canvass

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

John F. Pilli, Sr.
(Signature of Debtor)

John F. Pilli, Sr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gregory M. Deane
(Signature of Secured Party)

Key Financial Services Inc.
Type or Print Above Signature on Above Line

11.00

Mailed to Secured Party

FILED

1985 JUL 30 PM 2:04

RT

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated May 31, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Pilli, Guy, D.
Address 1377 Teaberry Lane, Severn, Maryland 21144

2. SECURED PARTY

Name Key Financial Services Inc.
Address 57 River Street
Wellesley Hills, MA 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1983 Sea Ray Sundancer 26' 5" Hull # 87M300982-260 DA065-83
Engine: single, Mercruiser 260 hp, gas engine serial # 235468
Additional equipment: VHF, depth finder, am/fm stereo,
optional seat forward and aft, search light, canvass

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

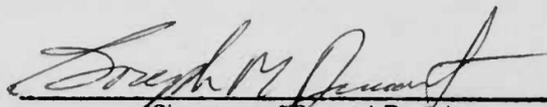
(Products of collateral are also covered)


(Signature of Debtor)

Guy D. Pilli
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line


(Signature of Secured Party)

Key Financial Services Inc.
Type or Print Above Signature on Above Line

11.00

Mailed to Secured Party

FILED

1985 JUL 30 PM 2:04

SK

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated May 31, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J D Enterprises

Address 907 Reece Road, Severn, Maryland 21144

2. SECURED PARTY

Name Key Financial Services Inc.

Address 57 River Street

Wellesley Hills, MA 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1983 Sea Ray Sundancer 26' 5" Hull # 87M300982-260 DA065-83
Engine: single, Mercruiser 260 hp, gas engine serial # 235468
Additional equipment: VHF, depth finder, am/fm stereo,
optional seat forward and aft, search light, canvass

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

J D Enterprises

John F. Pilli, Jr.
(Signature of Debtor)

John F. Pilli, Jr.

Type or Print Above Name of Above Line

John F. Pill, Sr. Guy D. Pilli
(Signature of Debtor)

John F. Pill, Sr. Guy D. Pilli

Type or Print Above Signature on Above Line

Joseph M. Duvarant
(Signature of Secured Party)

Key Financial Services Inc.

Type or Print Above Signature on Above Line

Mailed to Secured Party

FILED

1985 JUL 30 PM 2:04

11.00

JK

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 4,656.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).



DEBTOR
Lo, Thomas K. T/A East/West Medical Clinic

 (Name)
1438 Defense Highway

 (Address)
Gambrills, Maryland 21114

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

 Attn: Margaret R. Anderson

 (Name of Loan Officer)
83 Forest Plaza

 (Address)
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

Tilt Activator Table w/ Manual Footboard. Model #645-29
and Caster access Model 645-12.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)
Thomas K. Lo T/A East/West Medical Clinic

 (Seal)
Thomas K. Lo (Signature)

Thomas K. Lo

 (Print or Type Name)

DEBTOR (OR ASSIGNOR)

 (Seal)
Brenda L. Bulich Lo (Signature)

Brenda L. Bulich Lo

 (Print or Type Name)

13.00
10.50

Mailed to Secured Party

BS-0850A-8406

FILED

1985 JUL 30 PM 2:06

JK

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 6-5-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EUGENE GILBERT ANTIQUES INC.

Address 8370 BALTIMORE/ANNAPOLIS BLVD PASADENA, MD 21122

2. SECURED PARTY
Assignee of

Name KUBOTA CREDIT CORPORATION, USA *Secured Party*

Address 4444 SHACKLEFORD RD. *Baldwin Service Center*

Address NORCROSS, GEORGIA 30093 *41 Defense Highway*

Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- | | | |
|----------------------|----------|----------|
| 1-NEW-KUBOTA TRACTOR | MN#12250 | SN#10207 |
| 1-NEW-KUBOTA LOADER | BF400G | 10589 |
| 1-NEW-WOODS TILLER | T50-1 | 2429 |
| 1-NEW-MODERN RAKE | | |

1985 JUL 30 PM 2:07

FILED

Mailed to Assignee

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

13400-834889

Eugene Gilbert

(Signature of Debtor)

EUGENE GILBERT

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Robert Corp Sec.

(Signature of Secured Party)

Type or Print Above Signature on Above Line

12.00
25.00

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 6-7-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name XROBERT W. CHILDS LANDSCAPE
Address 913 BLUE RIDGE DRIVE ANNAPOLIS, MD. 21401

2. SECURED PARTY

Name KUBOTA CREDIT CORPORATION, USA / Secured Party
Address 4444 SHACKLEFORD RD. Baldwin Service Ctr.
NORCROSS, GEORGIA 30093 / 41 Defense Hwy.
Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 - New - KUBOTA TRACTOR MN# L2550DT SN# 50042
- 1 - New - KUBOTA LOADER BF400G 10574
- 1 - New - WOODS MOWER RM500 339
- 1 - New - YORK RAKE

1985 JUL 30 PM 2:07
FILED

Mailed to Assignee

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Robert W. Childs
(Signature of Debtor)
ROBERT W. CHILDS

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Use H. Funk Pop Sec.
(Signature of Secured Party)

Type or Print Above Signature on Above Line

13400-834874

11.00
50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 6-5-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KENNETH J. SOBZACK

Address 565 EPPING FOREST ROAD. ANNAPOLIS, MD 21401

2. SECURED PARTY

Name KUBOTA CREDIT CORPORATION, USA *Assignee of Secured Party*

Address 4444 SHACKLEFORD RD. *Baldwin Ser. Ctr.*

NORCROSS, GEORGIA 30093 *41 Defense Hwy.*

Person And Address To Whom Statement Is To Be Returned If Different From Above. *Annapolis Maryland 21401*

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1-New- KUBOTA TRACTOR MN#G5200H SN#30231
- 1-New- KUBOTA MOWER RC48G 11717

1985 JUL 30 PM 2:07

FILED

Mailed to Assignee

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

13400-835104

Kenneth J. Sobzack
(Signature of Debtor)

KENNETH SOBZACK
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Huse H. Fink
(Signature of Secured Party)

(Signature of Secured Party)

Huse H. Fink
Type or Print Above Signature on Above Line

11.00
50

LK

TO BE } RECORDED IN LAND RECORDS
 NOT TO BE }
 SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____
 NOT SUBJECT TO }

FINANCING STATEMENT

1. Debtor(s): Thomas Golden t/a Yogurt Patch
Name or Names—Print or Type
8042 Jumpers Mall Pasadena, MD 21122
Address—Street No., City - County State Zip Code

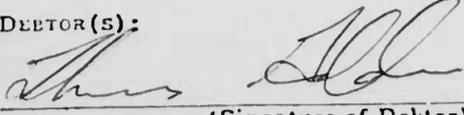
Name or Names—Print or Type
Arundel Property Investors Limited Partnership
Address—Street No., City - County State Zip Code
By: Churchville Equities Limited Partnership, its General Partner
Name or Names—Print or Type
8725 Loch Raven Blvd. Towson, MD 21204
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
All inventory, fixtures and equipment in Store # 5 in the Jumpers Eatery, Jumpers Mall, Anne Arundel County, Maryland also known as 8060-A Jumpers Mall, Ritchie Highway, Pasadena, Maryland 21122.

4. If above described personal property is to be affixed to real property, describe real property. Some of the above described personal property may be affixed to the above described store which is part of the real property shown on a plat entitled "Second Revision of Jumpers - the Mall & More" recorded in the land records of Anne Arundel County, Maryland at 3776/72-1.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

DEBTOR(S):

(Signature of Debtor)
Thomas Golden
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:
Arundel Property Investors Limited Partnership
By: Churchville Equities Limited Partnership, General Partner
(Company, if applicable)

(Signature of Secured Party)
By: Robert E. Statkiewicz, General Partner
Type or Print Partner

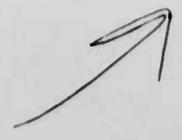
TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

~~THE MARYLAND CORPORATION - 8725 Loch Raven Blvd. - Towson, Md. - 21204~~
TSC MANAGEMENT COMPANY, INC. - 1777 Reisterstown Road
Suite 270, Commercentre East B
Baltimore, Maryland 21208

12.00
5.00
JK

FILED

1985 JUL 30 PM 2:08



J-SS/MS
11/30/82
9/6/83
1/4/85
4/3/85

LIBER - 487 PAGE 410

257601

TO BE } RECORDED IN
 NOT TO BE } LAND RECORDS
 SUBJECT TO } RECORDING TAX
 NOT SUBJECT TO } ON PRINCIPAL
AMOUNT OF \$ _____

FINANCING STATEMENT

UNLIMITED EXPRESSIONS, INC.

1. Debtor(s):
Name or Names—Print or Type
612 Fairmount Linthicum MD 21090
Address—Street No., City - County State Zip Code
Name or Names—Print or Type
Address—Street No., City - County State Zip Code

2. Secured Party:
Arundel Property Investors Limited Partnership
Name or Names—Print or Type
8725 Loch Raven Blvd. Towson, MD 21204
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
All inventory, fixtures and equipment in Store # 286-289 Jumpers Mall, Anne Arundel County, Maryland also known as Jumpers Mall, Ritchie Highway, Pasadena, Maryland 21122.

4. If above described personal property is to be affixed to real property, describe real property. Some of the above described personal property may be affixed to the above described store which is part of the real property shown on a plat entitled "Second Revision of Jumpers - the Mall & More" recorded in the land records of Anne Arundel County, Maryland at 3776/72-1.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): UNLIMITED EXPRESSIONS, INC.

By: Linda Barrett
(Signature of Debtor)
Linda Barrett, President
Type or Print

(Signature of Debtor)
Type or Print

SECURED PARTY:

ARUNDEL PROPERTY INVESTORS LIMITED PARTNERSHIP (LANDLORD)
BY: Churchville Equities Limited
PARTNERSHIP (ITS GENERAL PARTNER)
(Company, if applicable)

Robert E. Statkiewicz
(Signature of Secured Party)
By: Robert E. Statkiewicz, General Partner
Type or Print

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

TSC MANAGEMENT COMPANY, INC. - ~~8725 Loch Raven Blvd. --- Towson, Md. - 21204~~

NEW MAILING ADDRESS: 1777 Reisterstown Road
Suite 270, Commercentre East B
Baltimore, Maryland 21208

12.50
5

FILED

1985 JUL 30 PM 2:08

JK

LIBER - 487 PAGE 411

257605

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es) SMITH & CROPPER AGENCY, INC 27 NORTH MAIN STREET BERLIN, MD 21811	2. Secured Party(ies) and address(es) THE CONTINENTAL INSURANCE COMPANY 2 CORPORATE PLACE SOUTH PISCATAWAY, NJ 08854	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
---	--	--

4. This financing statement covers the following types (or items) of property:

- (6) 60084 ADDS VIEWPOINT 60 CRTs
- (1) 60072 TALLY 440 - 400 CPS PRINTER
- (2) 60108 M8828/96 - 8 CHANNEL MUX
- (1) 60049 8 PORTS
- (1) 60068 256K MOS MEMORY
- (1) 2000S 256/66 MB 16 Active Ports Ultimate 2000S
- (7) ADDS Viewpoint 60 CRTs
- (1) Tally 200 CPS Dual Printer
- (1) Pair BAUD Dial-Up Modems
- (1) IBM PC Convertor

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

10. <u>1000</u> By: <u>[Signature]</u> Signature(s) of Debtor(s)	By: <u>[Signature]</u> Signature(s) of Secured Party(ies)
(1) Filing Officer Copy-Alphabetical	STANDARD FORM - FORM UCC-1. (For Use In Most States)

Mailed to Secured Party

FILED
1995 JUL 30 PM 2:09

JK

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/89

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 244858 recorded in
Liber 455, Folio 392 on November 8, 1982 (Date).

1. DEBTOR(S):

Name(s) U S X, Inc.

Address(es) 207 Ridgely Avenue, Annapolis, Maryland 21401

2. SECURED PARTY:

Name MARYLAND NATIONAL BANK,

Address P. O. Box 249, Chestertown, Maryland 21620

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

SECURED PARTY

MARYLAND NATIONAL BANK

By

Michael M. Messix
Michael M. Messix, Assistant Vice President
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

10-00



Mailed to Secured Party

Annex Attached to

FILED

1985 JUL 30 PM 2:10

FINANCING STATEMENT

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

DEBTOR Gary M. Shoemaker & Judy D. Shoemaker
 (Name or Names)
202 Baltimore Annapolis Blvd. Severna Park, Md. 21146
 (Debtor's Address—Street No., City, County, State)

SECURED PARTY Eklof & Co., Inc.
 (Dealer's Name)
612 Washington Blvd. Baltimore, Md. 21230
 (Dealer's Address—Street No., City, County, State)

ASSIGNEE OF SECURED PARTY:

THE CARROLLTON BANK OF BALTIMORE
 BALTIMORE STREET AT CARROLLTON AVENUE, BALTIMORE, MARYLAND 21223

1. This financing statement covers the following items of personal property:

Make (if Automobile) Or Manufacturer	Description (if Automobile, Body Type)	Serial No.	Motor No.	Model No.	Year
Vulcan Hart	Quick Steam				
Alto Shaam				1000THSTD	

2. If above described personal property is to be affixed to real property, describe real property:

3. This transaction (is) ~~(is not)~~ exempt from the Recordation Tax. Consideration \$ _____

Dated this 30th day of May, 1985

Witness:
Judith L. Nossick
 Judith L. Nossick

[Signature] Debtor
 Signs
 Gary M. Shoemaker

[Signature] Debtor
 Signs
 Judy D. Shoemaker

Attest:
Judith L. Nossick
 Judith L. Nossick

[Signature] Secured Party
 Harry S. Eklof, Jr. President

Return to: The Carrollton Bank of Baltimore, Post Office Box 1391, Baltimore, Maryland 21203

77-064

Mailed to Assignee

1250

FILED

1985 JUL 30 PM 2:10

AK

ORIGINAL
FINANCING STATEMENT

(To Be Used For Indirect Loans and Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: ARUNDEL STRUCTURES, INC.,
(Name or Names—Last Name First)
1993 MORELAND PARKWAY, ANNE ARUNDEL COUNTY, ANNAPOLIS, MD 21401
(Address)

2. SECURED PARTY: MCCLUNG-LOGAN EQUIPMENT CO., INC.,
(Name or Names)
4601 WASHINGTON BLVD., BALTIMORE COUNTY, BALTIMORE, MD 21227
(Address)

3. ASSIGNEE
OF SECURED PARTY:

4. This Financing Statement covers the following types (or items) of property:
(1)-New Koehring Model 166 Hydraulic Excavator with all standard equipment plus
23.6" Track Shoes; Track Guide Group; Heater/Defroster/Fan/Clutch; Tinted
Vandal Proof Glass; Catwalk and Handrails; 30" Bucket with Side Cutters.
Serial No. 63217.

- 5. Proceeds of collateral are covered hereunder: YES NO
- 6. Products of collateral are covered hereunder: YES NO
- 7. This transaction is exempt from the Recordation Tax.

8. Filed with: CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, ANNAPOLIS, MARYLAND.

9. RETURN TO:
MCCLUNG-LOGAN EQUIPMENT CO., INC.,
4601 WASHINGTON BLVD., BALTIMORE, MD 21227

Dated this ✓ 29 day of May, 1985

DEBTOR: ARUNDEL STRUCTURES, INC. SECURED PARTY: MCCLUNG-LOGAN EQUIPMENT CO., INC.,

By: WILLIAM K. FORTHOFFER, PRESIDENT (Title)

By: THOMAS B. LOGAN, PRESIDENT (Title)

William K. Fortthofer

Thomas B. Logan, Pres.

FOR FILING OFFICER USE	
File No. _____	Date and Hour of Filing _____
Record Reference _____	

Form # 201

Mailed to Secured Party

11.00
50

FILED

1985 JUL 30 PM 2:11

JK

STATE OF MARYLAND

LIBER - 487 PAGE 415

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

257608

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ Lessee

Name RJO Enterprises, Inc.

Address 2126 Espey Court, Crofton, Md.

2. ~~SECURED PARTY~~ Lessor

Name The National Bank of Washington - Leasing Department.

Address 4340 Connecticut Ave. N.W.

Washington, D.C. 20008

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Equipment described in the attached schedule subject to that certain Lease Agreement dated 4/3/85 between ~~RJO~~ RJO Enterprises, as Lessee, and The National Bank of Washington, as owner and Lessor. This financing statement is filed for informational purposes only to protect the rights of The National Bank of Washington under the Uniform Commercial Code.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RJO Enterprises, Inc.

Richard J. Otera
(Signature of ~~Debtor~~) Lessee

RICHARD J. OTERA PRES.
Type or Print Above Name on Above Line

Philip Walloff
(Signature of ~~Debtor~~) Lessee

PHILIP WALLOFF EXEC.V.P.
Type or Print Above Signature on Above Line

The National Bank of Washington

BY: *Helen Moore*
(Signature of ~~Secured Party~~) Lessor

Helen M Moore
Type or Print Above Signature on Above Line

1985 JUL 30 PM 2:11
FILED

13.00
50

AK

ORDER - 487 PAGE 416

RJO ENTERPRISES, INC.
EXHIBIT "A"

ITEM	QTY SHIPPED	MODEL NO.	DESCRIPTION	SALES CODE
001	1	730XA-AE	730 SYSTEM KERNEL 120V 50-6	111 B
002	1	RUA60-AA	RA60-AA, UDA50 CTL, NO CAB	111 B
003	1	TU80-AA	1600BPI TAPE 25/100IPS 120V	111 B
004	1	DMF32-LP	MULTIFUNCTION 8ASYN,1SYN,LP	111 B
005	1	LA100-BA	KSR TERM W/TRACTOR US/120V	111 B
006	2	VT220-A2	A/N VIDEO TERMINAL-WHITE 12	111 B
007	2	VT22K-AA	VT220 COUNTRY KIT US/CANADA	111 B
008	2	BC22D-50	50 FT CABLE,ASYN, NULL MODE	284CB
009	1	DF112-AA	DF112-AM MODEM-US/CAN HOUSI	284DD
010	1	BC22E-10	10FT CABLE,ASYN,16 WIRE SH	284CB
011	1	QC100-UZ	VAX-11 FORTRAN LIC W/WARR	111YS
012	1	QC100-HG	VAX-11 FORTRAN UPD N/S TU58	071YU
013	1	QC001-HM	VAX/VMS UPD 16MT9	071YU
014	1	LP32-BA	285 LPM BAND PRINTER 64/96	111 B

GTE Omni -SH Digital PABX System with 56 station lines and 12 trunks and the following options;

pg. 202

LIBER - 487 PAGE 417

STANDARD FEATURES ON THE GTE OMNISH

SYSTEM-RELATED:

AC Powered, Simplex Operation
Automatic Call Distribution (Timed)
26 Classes of Service
Expanded Toll Restriction (6 Digit)
Flexible Station Number Assignment
Immediate & Distinctive Ring Intercept
Line Lockout
Mixed Night Answer
Predetermined Night Transfer
Secretarial Hunting
Station-Hunting (Terminal & Circular)
Tone-To-Pulse Conversion
Zoned Universal Night Answer
Group Speed Call

STATION-RELATED:

Add-On Conference (2 Stations—
1 Trunk, 2 Trunks—
1 Station, or 3 Stations)
Automatic Station Camp-On & Call Back
Call Forwarding
Call Hold
Call Park
Call Waiting—Originating
Call Waiting—Termination
Data Line Security
Dial Call Pickup, Directed
Dial Call Pickup, Group
Direct Outward Dialing

Executive Override
Station Consultation & Transfer
Station-To-Station Calling
Switched Direct Line Service

ATTENDANT-RELATED:

(Requiring Attendant Console or
Busy Lamp Display)
Attendant Control of Trunk Facilities
Attendant Exclusion (Secrecy)
Attendant Recall
Break-In
Call Splitting
Call Waiting Indication
Camp-On, with Indication & Automatic Recall
Class of Service Display
Desk Console, with Chime, 32 Character Display
Direct Trunk Access, w/ Emergency Override
Extension of Incoming Trunk Calls
Extension of Information Trunks
Flexible Night Connections
Inter-Position Calling
Line Busy Lamp Display (1000 Lines Maximum)
Night Answer Control
Pushbutton Dialing
Series Calling
Station Number Display
Timed Recall on "Hold"
Timed Recall on "No Answer"
Busy Lamp Display
Trunk Hold

INDIVIDUAL OPTIONAL FEATURE
HARDWARE SUMMARY

Standby Power (___ Hour Reserve)
 Mini-Battery Pack
 8-Party Conference
 Most Economical Route Selection (MERS)
 MERS Time of Day
 Customer Music-On-Hold Access (Interface only)
 Message Detail Recording Output
 Dictation Links
 Dictation Control Access
 Paging Access
 Paging Access with Trunk Extension
 Recorder Announcers: ___
 I/O Terminal
 Local I/O Terminal Interface
 Remote I/O Terminal Interface
 Recent Change
 Remote Access to PABX Features
 System Redundancy (Duplex Configuration)
 Tandem Numbering Network
 Touch Calling: ___ Lines
 Trunk Call Queuing
 T-1 Data Access
 Zone and Area Paging
 Code Call
 CAS Branch Operation
 Remote Access to PABX Features

ATTENDANT & STATION APPARATUS
(SPECIFY QUANTITY & TYPE)

1 Attendant Console w/Chime and 32 Character Display
1 Busy Lamp Display
• Station Status
• Trunk Group Display
 Single-Line Telephones
 Single-Line Speakerphones
 Secretarial Answering Unit
2 Flash Comm Plus Wall
26 Flash Comm Plus Desk w/M. Waiting
6 FeatureComm II w/M. Waiting & Speaker
6 FeatureComm III - Integrated
6 Feature Comm IV - Integrated
2 Single Line Speakerphone
 Dial Call Pick-Up Display Unit
 Night Answer Signals
 Calling Number Display Phone
 Key Entry Display Unit (KEDU)
 Printer ___
 CRT ___
 SDU ___
 DACU ___
X Network Features

* The TP 8222 on site call processing system capable of 4000 call record storage has been included in this bid.

ADDITIONAL DOCUMENTATION & USER GUIDES

System Support Manuals (Standard)
 Attendant Guides (Provided w/System)
 Station User Guides (Provided w/System)
 Standard Feature Phone 80E Mats (Provided w/System)
 Executive Feature Phone 80E Mats
 Wall Phone 192 Feature Phone Mats

OPTIONAL SOFTWARE PACKAGES:

ENHANCED BUSINESS FEATURES
 Group Speed Call—100 Numbers
 Station Speed Call
 Secretarial Services
 Special Common Carrier Access
 Simultaneous Trunk Queuing w/MERS

Mailed to National Bank of Washington

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

6/13/85

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated.

Description of FINANCING STATEMENT hereby terminated

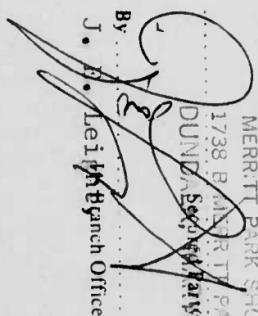
File No. 460 143 in Office of Clerk of the Circuit Court AA. Co.
(Filing Officer) (County and State)

ID# 246655
Debtor or Debtors (name and Address):

Susan C. Foy
502 Southwell Road
Baltimore Md. 21090

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and ~~adjust the same in the secured form provided by the~~ **UNIFORM COMMERCIAL CODE**.

MERRITT PARK SHOPPING CENTER
1738 BARNETT PARK BOULEVARD
DUNN, SEYMOUR, MARYLAND 21222

By 
J. P. Leitch Branch Office Manager

FILED

1985 JUL 30 PM 2: 13



A. A. G.
\$ 10.50

10.00

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 233704

RECORDED IN LIBER 428 FOLIO 36 ON Aug. 4, 1980 (DATE)

1. DEBTOR

Name W. & J. Excavating Co., Inc.
Address 7728 Twin Oaks Rd. Severn, Maryland

2. SECURED PARTY

Name Credit Alliance Corporation
Address Prel Plaza, Orangeburg, NY 10962

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input checked="" type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

Dated June 13, 1985

CREDIT ALLIANCE CORPORATION
(Signature of Secured Party)

ASST, V.P.
Type or Print Above Name on Above Line

Mailed to Secured Party

10.00
50

FORMS BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

FILED

1985 JUL 30 PM 2: 13



257609

LIBER - 487 PAGE 420

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Emporia Hydropower Limited Partnership (Synergics, Inc., general partner) 410 Severn Avenue, Suite 409 Annapolis, MD 21403	2. Secured Party(ies) and address(es) Axel Johnson Engineering Corporation 666 Howard Street P.O. Box 7067 San Francisco, CA 94120	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: See attached Exhibit A		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: 2

Filed with:

Emporia Hydropower Limited Partnership
 By: [Signature]
 Signature(s) of Debtor(s) SYNERGICS, INC.

Axel Johnson Engineering Corporation
 By: [Signature]
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

15-5
100

→ Graham + James
 One Maritime Plaza 3rd floor
 San Francisco, Ca.

94111

FILED

1985 JUL 30 PM 2:54

711

Debtor: Emporia Hydropower Limited Partnership
(Synergics, Inc., general partner)

Secured Party: Axel Johnson Engineering Corporation

EXHIBIT A

All of the right, title and interest of Debtor in
and to the following:

All fixtures and all tangible and intangible personal property of the Debtor, whether now owned or hereafter acquired by the Debtor, or in which the Debtor may now have or hereafter acquire an interest, including, without limitation, (a) all equipment, inventory (including all merchandise, raw materials, work in process, finished goods and supplies) and goods, whether now owned or hereafter acquired by the Debtor, or in which the Debtor may now have or hereafter acquire an interest, including, without limitation, all turbines and generators, powerhouse, transmission lines, penstock and other personal property used in connection with the Debtor's hydroelectric generation facilities (the "Tangible Collateral"); (b) all accounts, accounts receivable, other receivables, contract rights, chattel paper, and general intangibles of the Debtor (including, without limitation, goodwill, patents, trademarks, tradenames, blueprints, designs, product lines, research and development, all rights under all contracts for the purchase of electric power and all water rights, including without limitation, all water rights to the Meherrin River), whether now owned or hereafter acquired by the Debtor, or in which the Debtor may now have or hereafter acquire an interest; (c) to the extent such rights are assignable, all of the rights of the Debtor under all present and future authorizations, permits, licenses, exemptions and franchises granted to the Debtor for the operation and ownership of its hydroelectric generating facility in Emporia, Virginia (such authorizations, permits, licenses, exemptions and franchises, together with any renewals or extensions thereof collectively called the "Hydro Operating Permits") and, to the extent the same are assignable, all of the rights of the

LIBER - 487 PAGE 422

Debtor under all other present and future authorizations, permits, licenses, exemptions, leases, franchises, contracts and agreements (including any additional Hydro Operating Permits) issued or granted or entered into by the Debtor from time to time hereafter; (d) all instruments, documents of title, policies and certificates of insurance, securities, bank deposits, deposit accounts, checking accounts and cash now or hereafter owned by the Debtor, or in which the Debtor may now have or hereafter acquire an interest; (d) all accessions, additions or improvements to, all replacements, substitutions and parts for, and all proceeds and products of, all of the foregoing; and (e) all books, records, and documents relating to all of the foregoing (the "Collateral").

Mailed to SECRETARY *Graham & James*

TO BE
 NOT TO BE

RECORDED IN
 LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF
 \$ 2,500.00

FINANCING STATEMENT
 MARYLAND MEDICAL LABORATORY, INC. AND PROFESSIONAL BILLING
 ASSOCIATES

1. Debtor(s):

Name or Names—Print or Type
 1901 Sulphur Spring Road, Baltimore, Maryland 21227
 Address—Street No., City - County State Zip Code

MARYLAND MEDICAL DATA, INC. AND MARYLAND MEDICAL
 LEASING, INC.

Name or Names—Print or Type
 1901 Sulphur Spring Road, Baltimore, Maryland 21227
 Address—Street No., City - County State Zip Code

2. Secured Party:

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

Name or Names—Print or Type
 2 Hopkins Plaza, Baltimore, Maryland 21201
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

SEE SCHEDULE 1 ATTACHED

4. If above described personal property is to be affixed to real property, describe real property.

N/A

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S) Maryland Medical Laboratory, Inc. SECURED PARTY:

By: [Signature]
 Professional Billing Associates

By: [Signature]
 Maryland Medical Data, Inc.

By: [Signature]
 Maryland Medical Leasing, Inc.

By: [Signature]

Mercantile-Safe Deposit & Trust Company
 (Company, if applicable)

By: [Signature]
 (Signature of Secured Party)

Scott H. Krieger, Asst. Vice President
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Scott H. Krieger, Mercantile-Safe Deposit & Trust Company,
2 Hopkins Plaza, P.O. Box 1451, Baltimore, -Maryland 21203

Lucas Bros. Form F-1

13.00
 17.50

FILED
 1985 JUL 30 PM 3:37

AK

SCHEDULE I

EQUIPMENT COLLATERAL

<u>DESCRIPTION</u>	<u>MANUFACTURER/VENDOR</u>	<u>SERIAL NUMBER</u>
Cetrifuge Mod K	Am. Sci.	2815
Auto/Cal Flame	Fisher Sci.	83030183
Refractometer	Am. Sci.	20296
Med Student Microscope (3)	Am. Sci.	1223, 1236, 1224
TJ-6R Refrig. Centrifuge (3 pcs.)	Beckman	11908, 11535, 11721
Binoc Scope	Am. Sci.	252070
Glassward Washer	Am. Sci.	84030079
30M Mech Oven	Am. Sci.	14AP10
Multistat Chem. Analy & Loader	Ed. McCready	2448 & 01197
Coag A Mate	General Diagnostic	084CM2460
Track Xi-Mpr	Daryl Labs	00142
Autocrit Ultra Cent.	Am. Sci.	161007
Differential Console	Biovation	13322
EKG Sngl Channel EK8	Foster Murray	12281
Rotor	Am. Sci.	2815
EKG Singl Channel EK8	Foster Murray	11391
EKG Singl Channel EK8	Foster Murray	13109
YSI Glucose Analyzer	United Equip.	288
Incubator Md14	Am. Sci.	22AR11
Gme 11B Det. Flowcell	Thomson	038J4H368
Binocular Scope	Am. Sci.	276397
ZBI W/Hemoglobinometer	Curtin Mat.	5926
Cardassy Data	I. L.	00000669
Refrigerator	Atlas Refrig.	BMM8272M
Binocular Scope	Am. Sci.	283738
Bloodcell Processor	Cobe	1237
Hot Water Steam Cleaner	Hotsy of MD	15287
IL 343 Flame Photometer	United Equip.	13896
E310 EKG W/Cart	Brem:Medical	9066
EKG Single Channel EK3	Foster Murray	8091
S+IV Analyzer	Coulter	12350
S+IV & S&V Analyzer	Coulter	0008091
Ektachem 400 Analyzer	Eastman Kodak	4000138
Ektachem 400 Analyzer	Eastman Kodak	94929998/87571

All of the above, together with all now owned or hereafter acquired accessories, attachments, additions, substitutions and replacements therefore and all leases thereof and all cash and non-cash proceeds (including but not limited to insurance proceeds) thereof.

Mailed to Secured Party

AK

Not Subject to Recordation Tax
 Recordation Tax of \$ _____ on
 Principal Amount of \$ _____ is enclosed/
 has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: SENTINEL TITLE CORPORATION
(Name or Names)
SUITE 592 BENFIELD VILLAGE SHOPPING CTR. SEVERNA PARK, MD. 21146
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: ATLANTIC INDUSTRIAL CREDIT CORPORATION
(Name or Names)
P.O. Box 10656, Towson, MD. 21285-0656
(Address)

3. ASSIGNEE (if any) of SECURED PARTY: HARBOR FEDERAL SAVINGS + LOAN
(Name or Names)
3200 EASTERN AVE. BALTO. MD. 21224
(Address)

4. This Financing Statement covers the following types (or items) of property:

One - Lanier Harris Electronic Key Telephone System with:
 1 - K.S.U.; 3 - 10 Button Telephone Sets; 1 - Power
 Supply; 1 - Tone Unit; 1 - Central Office Card

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes No
 Products of Collateral are also covered: Yes No

DEBTOR(S):
SENTINEL TITLE CORPORATION
 By: *[Signature]* VICE PRESIDENT
(Title)
THOMAS P. JACK
(Type or print name of person signing)

SECURED PARTY:
ATLANTIC INDUSTRIAL CREDIT CORPORATION
 By: *[Signature]*
Robert E. Polack, President
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: ATLANTIC INDUSTRIAL CREDIT CORPORATION
P.O. Box 10656, Towson, MD. 21285-0656

11.00
5

FILED
 1985 JUL 30 PM 3:39

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)

Secured Party:
NAME: AVCO FINANCIAL SERVICES
ADDRESS: 7164 E FURNACE BR RD
CITY & STATE: GLEN BURNIE, MD 21061

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)	DATE OF THIS FINANCING STATEMENT
<u>DEBRA SELBY</u>	<u>03-16-83</u>
<u>1005 SPRINGHILL WAY</u>	ACCOUNT NO. TAB
<u>GAMBRILLS, MD 21054</u>	<u>646908647 47</u>
<u>CLERK OF CRT ANNE ARUNDEL CO ANNAPOLIS, MD</u>	

8537

Filed with:

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

AVCO Financial Services
(SECURED PARTY)

Lib 460 pg 145

ID 246657

BY Conny A Budgiman
TITLE

Dated: 6/28/83, 19

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
19-1255 (5-81)

Mailed to Secured Party

10.00
58

FILED
D. E. CLERK
1985 JUL 30 PM 3:40

11.50

257672

LIBER - 487 PAGE 427

FINANCING STATEMENT FORM UCC-1 Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address P.O. Box 116, 500 N. Calvert St. Balto., Md 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any) _____
- 4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignemnt dated June 6, 1982, schedule 07 dated May 28, 1985 between assignor as Lessor and ELECTRONIC MODULES CORPORATION as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of rents dated Jan 26/85 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)
Frank J. Sarro III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

John J. Stameria Sr. V.P.
(Signature of Secured Party)
John J. Stameria Sr. V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County

11.50
50

FILED

1985 JUL 30 PM 3:40

EQUIPMENT LIST

EMC - ELECTRONIC MODULES CORPORATION
OPERATIONS DIVISION

SCHEDULE 07

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Q Corporation 0020000 Handler component RTR w/ohat
2	Q Corp. 002026 conversion kit radial tape interface w/Genrad 1689
	Ingram Industrial moveable shelving U301944,N5122120U Row spacers Supports - Mesh supports 14 gauge Sliding doors - part # (1) 5478, (1) 14378 AFE#85-045, REQ# 004018
2	Werres Corp. Raymond model CD1024-26-10/22/6/7B carousel - installed
1	Raymond model CD1024-56-10/22/6/7B carousel - installed
1	Universal Instruments Radial lead insertion machine 6346A 30920002 Pass-thru II S/NRL150331

Mailed to Secured Party

TRANS-AMERICAN LEASING CORPORATION

BY: *Frank J. Sarro*

TITLE: Frank J. Sarro, III, Exec. V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: *John J. Stamuro*

TITLE: John J. Stamuro Sr. V.P.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address P.O. BOX 116 500 N. Calvert St., Balto., Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated June 6, 1982, schedule 08, dated May 28, 1985 between Assignor as Lessor and ELECTRONIC MODULES CORPORATION as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated June 26/85 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

John J. Stamerio
(Signature of Secured Party)

John J. Stamerio S.V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

11.50

FILED

1985 JUL 30 PM 3:40

EQUIPMENT LIST

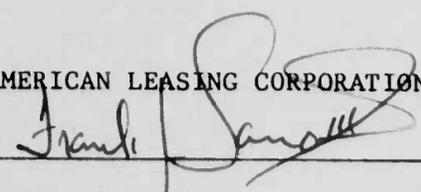
ELECTRONIC MODULES CORPORATION

SCHEDULE 08

<u>Quantity</u>	<u>Description of Equipment</u>
1	Interface 5872/006853-701b, scale 5066/016030
1	Pitney Bowes Mail machine 6120/031841
9	Scale Proms 24125092141, 24115082141, 24105082141, 50905087707, 24265082161, 24295082157, 24155082141, 24145082141, 24135082141

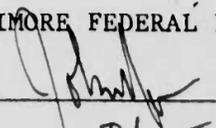
Mailed to Secured Party

TRANS-AMERICAN LEASING CORPORATION

BY: 

TITLE: Frank J. Sarro, III, Exec. V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: 

TITLE: John J. Stamerro Sr. V.P.

257674

LIDER - 487 PAGE 431

CONDITIONAL SALES AGREEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

FINANCING STATEMENT

Not subject to recordation tax

Buyer(s)-Debtor(s) name(s) (Last name first) TLC Yachts, Inc.				Post Office Address(es) of Buyer(s)-Debtor(s) 7529 W. Frost Dr. Denver, CO 80123		
Name of Seller-Secured Party Maryland National Bank				Post Office Address of Seller-Secured Party Suite #6 326 First St. Annapolis, MD 21403		
This Financing Statement covers the following types or items of property:						
New or Used Car	Year	No Cyl	Make Trade Name	Type of Body Give Truck Tonnage	Model	Manufacturer's Serial No
<input type="checkbox"/> Automatic Transmission <input type="checkbox"/> Four Speed <input type="checkbox"/> Radio <input type="checkbox"/> Power Steering <input type="checkbox"/> Power Brakes <input type="checkbox"/> Power Windows <input type="checkbox"/> Air Cond. <input type="checkbox"/> Heater						
If other than a vehicle, describe goods fully, (including where applicable, manufacturer's or trade name, model and year, serial no., and whether new or used)						
1984 Pacific Seacraft, Crealock 37' Hull #PCS371620884						
Also any accessories or equipment now or hereafter attached to any of the above, as well as any proceeds of any of the above.						

This Financing Statement is assigned to: MARYLAND NATIONAL BANK
Address: BALTIMORE AND LIGHT STS.
BALTIMORE, MD. 21202

Debtor(s):

Tyrone A. Chamberlain
Tyrone A. Chamberlain, Pres.

Linda L. Chamberlain
Linda L. Chamberlain, V.P.

Secured Party:

Maryland National Bank.....
(Type Name of Dealership)

By *Michelle Lynn Meredith*
(Authorized Signature)

Michelle Lynn Meredith.....

(NOTE: Type name under each signature and if company; type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Maryland National Bank at: ...326 First Street Suite 6.....)
Annapolis, Maryland 21403

12⁰⁰/₅₀

FILED

801-37 Rev. 11/76

1985 JUL 30 PM 3:42

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Association of Baltimore

Address 4102-08 Frederick Avenue

Baltimore, MD 21229

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings and Loan Association of Baltimore of certain lease payments under a certain True Lease Assignment dated April 15, 1985, between Assignor as Lessor and Essex Plumbing & Heating Inc. as Lessee, Assignee has granted a Security Interest in the following equipment leased to Lessee, to Assignee per a Non-Recourse Assignment of Rents dated 5/17/85 between Assignor and Assignee:

- 1 (One) Bidmaster 5 Estimating Computer System S/N 69911
- 2 (Two) Estimating II Terminals S/N's T22607; T22606
- 2 (Two) Overlay Keyboards S/N's 4390B; 4397B
- 2 (Two) Line Drivers S/N's 032002; 032003
- 1 (One) Telecommunications Modem S/N 3682124614
- 2 (Two) Okidata 82 A Printers S/N's 544535; 542920
- 1 (One) 150' Cable

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III.
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line
Filed with Anne Arundel County

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
OF BALTIMORE

William J. Ottey, V.P.
(Signature of Secured Party)

William J. Ottey, V.P.
Type or Print Above Signature on Above Line

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

FILED

Mailed to Secured Party

1985 JUL 30 PM 3:44

11.00/50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Association of Baltimore
Address 4102-08 Frederick Avenue
Baltimore, MD 21229

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings and Loan Association of Baltimore of certain lease payments under a certain True Lease Assignment dated May 1, 1985 between Assignor as Lessor and I.C.S. Electrical, Inc., as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee, to Assignee per a Non-Recourse Assignment of Rents dated 5/17/85 between Assignor and Assignee:

- 1 (One) Bidmaster 1 Estimating Computer System S/N 18127
- 1 (One) Estimating II Terminal S/N T12473
- 1 (One) Overlay Keyboard S/N 4177
- 1 (One) Okidata 82 A Printer S/N 503859

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III., Exec. V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Filed with Anne Arundel County

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
OF BALTIMORE

William J. Ottey
(Signature of Secured Party)

William J. Ottey, V.P.

Type or Print Above Signature on Above Line

FILED

Mailed to Secured Party

1985 JUL 30 PM 3:44

11.00
50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Association of Baltimore

Address 4102-08 Frederick Avenue

Baltimore, MD 21229

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings and Loan Association of Baltimore of certain lease payments under a certain True Lease Assignment dated May 1, 1985 between Assignor as Lessor and RGB Mechanical Contractors, Inc. as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee, to Assignee per a Non-Recourse Assignment of Rents dated 5/17/85 between Assignor and Assignee:

- 1 (One) Bidmaster 1 Estimating Computer System S/N 187305
- 1 (One) Estimating II Terminal S/N T24545C
- 1 (One) Overlay Keyboard S/N 4427B
- 1 (One) Okidata 92 A Printer S/N 220709

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sacco, III., Exec. V.P.
(Signature of Debtor)

Frank J. Sacco, III., Exec. V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Filed with the State of MD

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE

William J. Ottey, V.P.
(Signature of Secured Party)

William J. Ottey, V.P.

Type or Print Above Signature on Above Line

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

FILED

1985 JUL 30 PM 3:44

Mailed to Secured Party

11.00

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association
Address 4102-08 Frederick Avenue
Baltimore, MD 21229

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under a certain True Lease Assignment dated May 8, 1985, schedule 01, dated May 8, 1985 between Assignor as Lessor and TIDEWATER RENTAL CENTER as Lessee. Assignor has granted a Security Interest in the following equipment leased to Assignee per a Non-Recourse Assignment of Rents dated May 30/85, between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)

William J. Ottey, V.P.
Type or Print Above Signature on Above Line

Filed with Anne Arundel County.

FILED

Mailed to Secured Party

11.50
1985 JUL 30 PM 3:44

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
6 (six)	30" X 72" Banquet Tables
10 (ten)	30" X 96" Banquet Tables
16 (sixteen)	60" Round Banquet Tables
2 (two)	7402 Suburban Tillers 5 hp S/N's 2809-103809, 2809-103799
1 (one)	Model S-400 2" discharge/110v/60Hz/1 ϕ /1/2Hp S/N B26927738
2 (two)	Model TE-50R 2" discharge/Centrifugal/3 1/2 Hp
12 (twelve)	CF1960-5 Caster 8" yellow w/SP2 #999-526-257
1 (one)	LL Scaffold safety-ship info LL-203-1
4 (four)	CF-501-77 Steel Bar/Flash Comb #999-501-77
4 (four)	CF101PJ Pump Jack #999-082-101-01
4 (four)	CF101BR Brace #999-082-101-04
1 (one)	CF-965AL Alum Dolly 19" X 18" # 999-CF965
1 (one)	LL Scaffold Safety-Ship Info #LL-203-1
20 (twenty)	ST546SJ Step Frame 5' W X 4' 6" H #502-5104
40 (forty)	ST680 Insert 9" w/collar #507-115
20 (twenty)	ST Insert ATT/Chg Per/Fr W/RC2 # 200-001
30 (thirty)	ST72 7N Diag Brace 7' SP #009-1-7
10 (ten)	St2419-07 Exp/catwalk 19" X 7' # 044-205
1 (one)	Model 5 Eqrth Drill w/ 5hp B&S S/N S-21871

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

 BY: *William J. [Signature]*
 TITLE *VP*

TRANS-AMERICAN LEASING CORPORATION

 BY: *Frank [Signature]*
 TITLE *VP*

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey, Bldg. Ste. 200B, 407 Crain Hwy. Glen Burnie, Md 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association
Address 4102-08 Frederick Ave.
Baltimore, MD 21229

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of Baltimore of certain lease payments under a certain True Lease Assignment dated August 15, 1983, between Assignor as Lessor and ESTIMATE DESIGN SERVICES, LTD. as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee, to Assignee per a Non-Recourse Assignment of Rents dated May 30/85 between Assignor and Assignee:

- 1 (one) Contractor I Estimation System S/N 1644 w/
- 1 (one) DS 180 S/N 25945
- 1 (one) Custom Keyboard S/N 1813

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

Frank Sarro
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

William Steffey
(Signature of Secured Party)

WILLIAM STEFFEY
Type or Print Above Signature on Above Line

Filed with the State of Maryland

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

FILED

1985 JUL 30 PM 3:44

Mailed to Secured Party

11.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Association of Baltimore
Address 4108-04 Frederick Avenue
Baltimore, MD 21229
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to Irvington Federal Savings and Loan Association of Baltimore of certain lease payments under a certain True Lease Assignment dated May 15, 1985 between Assignor as Lessor and Lowder Electric Incorporated as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee, to Assignee per a Non-Recourse Assignment of Rents dated 6/6/85 between Assignor and Assignee:

- 1 (One) Bidmaster 4 Estimating Computer System S/N 190823
- 2 (Two) Estimating II Terminals S/N's T18900; T21241
- 1 (One) Overlay Keyboard S/N 4538B
- 1 (One) Okidata 84 Printer S/N 189357

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)
Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line
Filed with the State of MD

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
OF BALTIMORE

William J. Ottey
(Signature of Secured Party)
William J. Ottey, V.P.
Type or Print Above Name on Above Line

11, 50

FILED
1985 JUL 30 PM 3:44

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Building, Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association
Address 410208 Frederick Avenue
Baltimore, Maryland 21229
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings and Loan Association of Baltimore of certain contract payments under a certain Security Agreement dated June 15, 1985 between Assignor as Secured Party and J.A.J SEAFOOD, INC. as Debtor, Assignor has granted a Security Interest in the following equipment financed by Debtor, to Assignee per a Non-Recourse Assignment of Rents dated _____ between Assignor and Assignee:

- 2 1985 International Thermo King Refrig. trucks unit #'s 26166 and 26167
Numbered RD150#0552751493 & RD150#0552751498
S/Ns 1HTLDTVN9FHA44652 & 1HTLDUYN1FHA22212

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)

William J. Ottey, V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County

11/5/85

FILED

Mailed to Secured Party

1985 JUL 30 PM 3:44

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Association of Baltimore
Address 4102-08 Frederick Avenue
Baltimore, MD 21229

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings and Loan Association of certain lease payments under a certain True Lease Assignment dated June 15, 1985, between Assignor as Lessor and Venture Mechanical, Inc. as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee, to Assignee per a Non-Recourse Assignment of Rents dated June 27/85 between Assignor and Assignee:

- 1 (One) Bidmaster 4 Estimating Computer System S/N 193464
- 2 (Two) Estimating II Terminals S/N's T23849; T23851
- 2 (Two) Overlay Keyboards S/N's 3560; 4376B
- 2 (Two) Okidata 82 A Printers S/N's 551649; 551646

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Filed with Anne Arundel County

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
OF BALTIMORE

William J. Ottey
(Signature of Secured Party)

William J. Ottey, V.P.
Type or Print Above Name on Above Line

11.00
50

FILED

Mailed to Secured Party

1985 JUL 30 PM 3:44

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Association of Baltimore
Address 4108-04 Frederick Avenue
Baltimore, MD 21229
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings and Loan Association of Baltimore of certain lease payments under a certain True Lease Assignment dated June 15, 1985 between Assignor as Lessor and and Atkinson Electrical and Mechanical Corporation and United West Contractors, Inc. as Co-Lessee's, Assignor has granted a Security Interest in the following equipment leased to Co-Lessee's to Assignee per a Non-Recourse Assignment of Rents dated 6/27/85 between Assignor and Assignee:

- 1 (One) Bidmaster 2 Estimating Computer System S/N 180300
- 2 (Two) Estimating II Terminals S/N's T20048; T12492
- 2 (Two) Overlay Keyboards S/N's 4320B; 4558B
- 2 (Two) Okidata 82 Printers S/N's 542910; 503896

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Filed with the State of MD

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
OF BALTIMORE

Willaim J. Ottey
(Signature of Secured Party)

Willaim J. Ottey, V.P.
Type or Print Above Name on Above Line

11.00
50

FILED

Mailed to Secured Party

1985 JUL 30 PM 3:44

257634

LIDER - 487 PAGE 442

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Association of Baltimore

Address 4102-08 Frederick Avenue

Baltimore, MD 21229

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings and Loan Association of Baltimore of certain lease payments under a certain True Lease Assignment dated June 1, 1985, Schedule #02, between Assignor as Lessor and Vaughn's Plumbing & Heating Co. as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee, to Assignee per a Non-Recourse Assignment of Rents dated June 27/85 between Assignor and Assignee:

- 1 (One) Bidmaster 4 Estimating Computer System S/N 184371
- 1 (One) Estimating II Terminal S/N T23861

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Filed with Anne Arundel County

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE

William J. Ottey
(Signature of Secured Party)

William J. Ottey, V.P.
Type or Print Above Name on Above Line

11.00
50

FILED

Mailed to Secured Party

1985 JUL 30 PM 3:44

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Association of Baltimore

Address 4102-08 Frederick Avenue

Baltimore, MD 21229

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings and Loan Association of Baltimore of certain lease payments under a certain True Lease Assignment dated July 1, 1985, between Assignor as Lessor and Gibson Heating & Air Conditioning, Inc. as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee, to Assignee per a Non-Recourse Assignment of Rents dated June 27/85 between Assignor and Assignee:

1 (One) Bidmaster 2 Estimating Computer System S/N 1922191

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III.
(Signature of Debtor)

Frank J. Sarro, III., Executive V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line
Filed with Anne Arundel County

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
OF BALTIMORE

William J. Ottey, V.P.
(Signature of Secured Party)

William J. Ottey, V.P.
Type or Print Above Name on Above Line

11.00
50

FILED

Mailed to Secured Party

1985 JUL 30 PM 3:45

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Association
Address 4102-08 Frederick Avenue
Baltimore, MD 21229

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings and Loan Association of certain lease payments under a certain True Lease Assignment dated May 8, 1985, schedule 02 dated June 17, 1985, between Assignor as Lessor and TIDEWATER RENTAL CENTER, INC. as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of rents dated June 27/85, between Assignor and Assignee:

- 1 (one) Generator Set 120/240 volt S/N E851544
- 1 (one) Lincoln 150 amp. Gas Welder S/N 15072644
- 1 (one) Brute Large Electric Breaker S/N 545695
- 1 (one) Car King Tow Dollie S/N 838092
- 1 (one) 8 HP Pump S/N 843999, 1 (one) 8 HP Pump S/N 843988
- 1 (one) 5 HP-WH2 S/N 849209

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)

William J. Ottey, V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County.

11.00
5/0

FILED

Mailed to Secured Party

mlaf

1985 JUL 30 PM 3:45

FORMER - 487 PAGE 445

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and Address(es): FRED MENKE'S PONTIAC GMC-DATSUN-VOLVO, INC. 248 West Street Annapolis, M.D. 21401	2. Secured Party(ies) Name(s) And Address(es): BORG-WARNER ACCEPTANCE CORPORATION 5565 Sterrett Place, Suite 224 P.O. Box 959 Columbia, M.D. 21044	For Filing Officer
3. (a) This statement refers to original Financing Statement bearing File No. 252668 Filed with Circuit Court A.A.Cty. Date Filed July 20, 1984 19 (b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed. (c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block <input type="checkbox"/>		
4. <input type="checkbox"/> Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective. 5. <input type="checkbox"/> Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.) 6. <input type="checkbox"/> Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9. 7. <input checked="" type="checkbox"/> Amendment. Financing statement bearing file number shown above is amended as set forth in Item 9. 8. <input type="checkbox"/> Release. Secured party releases the collateral described in Item 9 from the financing statement bearing the number shown above.		
9. Please amend debtor name to: FRED MENKE'S PONTIAC-GMC-VOLVO, INC. Please amend debtor address to: 6 Taylor Avenue Annapolis, MD 21401		
10. Signatures: FRED MENKE'S PONTIAC GMC-DATSUN-VOLVO, INC.		BORG-WARNER ACCEPTANCE CORPORATION
By <u>[Signature]</u> Debtor(s) (necessary only if Item 7 is applicable)		By <u>[Signature]</u> Secured Party(ies)
10-50 (1) Filing Officer Copy - Numerical		Standard Form Approved by N. C. Sec. of State and other States shown above. UCC-3

FINANCING STATEMENT CHANGE

Mailed to Secured Party



FILED

1985 JUL 30 PM 3:45

FINANCING STATEMENT

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.
(Prepare in Duplicate)

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

NOT SUBJECT TO RECORDATION TAX

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DeGruchy, Philip t/a Mister D. Audio Video Sales & Service

Address 8101 Jumpers Mall Pasadena, MD 21122

2. SECURED PARTY

Name Whirlpool Acceptance Corporation

Address 8220 Wellmoor Court, Savage, MD 20763

3. ASSIGNEE OF SECURED PARTY

Name _____

Address _____

PERSON AND ADDRESS TO WHOM STATEMENT IS TO BE RETURNED IF DIFFERENT FROM ABOVE.

4. Maturity date of obligation (if any) _____

5. This financing statement covers the following types (or items) of property: (list)
All inventory now owned or hereafter acquired, wherever located, including all returns, repossessions and parts, and all chattel paper, instruments, documents, accounts, general intangibles, contract rights and security agreements, and all cash and non-cash proceeds of any of the foregoing.

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

All proceeds resulting from sale or other disposition of the collateral are also covered including, but not limited to, cash, accounts, instruments, documents, chattel paper, security agreements, and goods.

(Products of collateral are also covered)
Mister D. Audio Video Sales & Service

BY: Philip DeGruchy
Signature(s) of Debtor(s)

Philip DeGruchy Owner
Type or Print Above Signature on Above Line

BY: _____
Signature(s) of Debtor(s)

Type or Print Above Signature on Above Line

WHIRLPOOL ACCEPTANCE CORPORATION

BY: M. D. Thornton
Signature(s) of Secured Party(ies)

M. D. Thornton Branch Manager
Type or Print Above Name on Above Line

IF-753 Maryland

Original: Filing Officer
Duplicate: Branch Office File

12.00
5

Mailed to Secured Party

FILED

1985 JUL 30 PM 3:47

mlaf

FINANCING STATEMENT FORM UCC-1 JUL 1 1985 Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 257633

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. 1,292.85

If this statement is to be recorded in land records check here.

This financing statement Dated 6/4/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gilbert G. Grau
Address 116 Mckendree Ave, Annapolis, Md. 21401

2. SECURED PARTY

Name John Fonseca / Matco Tools
Address 66 Nina Ct, Gaithersburg, Md. 20877
Matco / Dept. 426, Columbus, Ohio, 43265
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list) _____

Assignee(s) of Secured Party
MECHANICS' ACCEPTANCE CORPORATION
165 Northwest Avenue
Tallmadge, Ohio 44278

All tools, equipment and accessory items now owned by Debtor for use in Debtor's trade or business together with any and all similar tools, equipment and accessory items hereafter acquired.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

1985 JUL 30 PM 3:47
FILED

Gilbert G. Grau
(Signature of Debtor)

Gilbert Gary Grau
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

John Fonseca
(Signature of Secured Party)

John Fonseca
Type or Print Above Signature on Above Line

Mailed to Secured Party

mlg

LIBER - 487 PAGE 448

257600

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

Powercon, Inc.
1551 Florida Ave.
Severn, Maryland 21144

2. Secured Party(ies) and address(es)

Simplex Machinery Corp.
50 Voorhis Lane
Hackensack, N.J. 07601

3. Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

Enshu Model VMC-610 Vertical Machining Center,
Serial No. 191 with all standard equipment.

5. Assignee(s) of Secured Party and Address(es)

("NOT SUBJECT TO RECORDATION TAX")

RETURN TO:
INFOSEARCH, INC.
P.O. Box 2474
Trenton, N.J. 08607

3574131

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Powercon, Inc.

By: B. Keely
Signature(s) of Debtor(s)

Simplex Machinery Corp.

By: Arthur Merdinger
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

Arthur Merdinger, Pres.

FILED

1985 JUL 30 PM 3:48

ralph

LIDER - 487 PAGE 449

257600

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Law Office of Brown & Cooch, P.A. 7310 Richie Way-Empire Tower Suite 416 Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) RAI/Action Leasing Corp. 225 Marcus Boulevard, Hauppauge, N.Y. 11788	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: -1- Columbia Data Computer model 1600-4 Serial #10955 -1- Esprit Terminal model 6310 SN3016142 -1- C.ltoh Letter Quality Printer model PW40 with Spellbinder Word Processing Software		5. Assignee(s) of Secured Party and Address(es) Bank of the Hamptons, N.A. 351 Pantigo Road, East Hampton, N.Y. 11937 ↑ 11.00 66.50 50
Balance of loan 9604.98 This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with:
Check <input checked="" type="checkbox"/> if covered: <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
By: <u>Law Office of Brown & Cooch, P.A.</u> <i>Andrew Cooch V.P.</i> Signature(s) of Debtor(s)	By: <u>RAI/Action Leasing Corp.</u> <i>[Signature]</i> Signature(s) of Secured Party(ies) (For Use In Most States)	

(1) Filing Officer Copy-Alphabetical **STANDARD FORM - FORM UCC-1.**

Mailed to Assignee

FILED

1985 JUL 30 PM 3:48

mlaf

Anne Amundell
\$ 11.50

LINER - 487 PAGE 450

257631

NOT TO BE RECORDED IN LAND RECORDS FINANCING STATEMENT NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee Chesapeake Sprinkler Co.
Name or Names

7021 Grayburn Drive Glen Burnie, Maryland 21061
Address - Street No. City-County State Zip Code

2. Lessor The Equipment Leasing Company
Ruxton Towers Box 307 Riderwood, Maryland 21139

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)

7 Western Union Cellular Telephones

S/N 13100017901 TU# 17901 CU# 79139	S/N 13100018927 TU# 18927 CU# 67564	S/N 13100018958 TU# 18958 CU# 78983	S/N 13100018450 TU# 18450 CU# 79144
S/N 13100020934 TU# 20934 CU# 79160	S/N 13100018950 TU# 18950 CU# 78905	S/N 13100018373 TU# 18373 CU# 79160	

Lessee: Chesapeake Sprinkler Co.

[Signature]
(Signature of Lessee)

David F. Anderson
(Type or Print) (Include Title)

THE EQUIPMENT LEASING COMPANY

[Signature]
(Signature of Lessor)

DENNIS M. HORNER V.P.
Type or Print (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to: The Equipment Leasing Company, Ruxton Towers, Box 307, Riderwood, Maryland 21139.

11.50

FILED

1985 JUL 30 PM 3:49

Mailed to Secured Party

[Handwritten initials]

LINER - 487 PAGE 451

257632

FINANCING STATEMENT FORM UC-1
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. **NOT SUBJECT**

If this statement is to be recorded in land records check here

This financing statement Dated June 28, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MORISSEAU, Kenneth C.
Address 1610 Apricot Court, Reston, VA 22090

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second Street, Annapolis, MD 21403

Midlantic National Bank, 2 Broad Street, Bloomfield, N.J. 07003

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1985 30' 6" Performance Gemini Fiberglass Hull # PCIO0151G585

1985 35 HP Mercury Outboard Gas Engine # A184932

First Assignee:
Midlantic National Bank
2 Broad Street
Bloomfield, NJ 07003

Home Anchorage/Winter: Annapolis, MD

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Kenneth C. Morisseau
(Signature of Debtor)

Kenneth C. Morisseau
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mary M. [Signature]
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

Mailed to Assignee

FILED

1985 JUL 30 PM 3:58

11.00
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mlg

LIBER - 487 PAGE 452

31-241
257693

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

Jeffrey David Varnado
Lynda Joyce Varnado
#5 Bells MHP.
Gambrills, Maryland 21054

Check the box indicating the kind of statement.
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

United Savings Bank
501 Maple Avenue, West
Vienna, Virginia 22180

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement

1985 Commodore, 70X14, 3BR., serial #AJ21213A

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Jeffrey David Varnado
Lynda Joyce Varnado

Signature of Debtor if applicable (Date)

07-03-85

FILED

Signature of Secured Party if applicable (Date)

1985 JUL 30 PM 3:58

Mailed to Secured Party

Revised 7-1-82

FILING OFFICER COPY

12,000
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ralph

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records. in Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

5. Debtor(s) Name(s) Address(es)
 Professional Communications, Inc. 907-A Commerce Road, Annapolis, MD. 21401

6. Secured Party Address
 First Federal Savings & Loan Association of Annapolis
 Attention: Christal Messett, Loan Clerk 2024 West Street, Annapolis, MD. 21401
 (Type name & Title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Professional Communications, Inc.

BY: David W. Shineman (Seal) _____ (Seal)
 David W. Shineman, President

_____ (Seal) _____ (Seal)

11.50

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.
 2-2820 (3/85)

FILED

1985 JUL 30 PM 3: 59

mlf

(xx) Not Subject to Recordation Tax
() Recordation Tax of \$_____ on
Principal Amount of \$_____ is
enclosed/has been paid (strike
inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Ann R. Chinault T/A Painters Mill Hair Salon II
(Name or Names)
2332 Mountain Road Pasadena, Maryland 21122
(Address)

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Heritage Savings Association
of LESSOR _____
(Name or Names)

1505 York Rd, Lutherville, Maryland 21093
(Address)

4. This financing Statement covers the following types (or items) of property:

1 - 24 Lamp Body Bronze Monte Carlo Sunbed System

1985 JUL 30 PM 4:01

FILED

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE Ann R. Chinault T/A
Painters Mill Hair Salon II

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Ann R. Chinault Owner
(Title)
Ann R. Chinault

By: R. J. Brown V.P.
(Title)
R. J. Brown

(Type or print name of person signing)

(Type or print name of person signing)

By: _____
(Title)

Return to:
Heritage Savings Assoc.
1505 York Road
Lutherville, MD 21093
Attn: Herbert W. Spath

12.50

mlg

(xx) Not Subject to Recordation Tax
 () Recordation Tax of \$_____ on
 Principal Amount of \$_____ is
 enclosed/has been paid (strike
 inapplicable phrase).

For Filing Officer
 File No.: _____
 Record Reference: _____
 Date & Hour of Filing _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Robert Bruce Goodson T/A Bruce Roberts International
 (Name or Names)
836 Ritchie Highway, Unit 19 Severna Park, Md. 21146
 (Address)

LESSEE _____
 (Name or Names)

 (Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Heritage Savings Association
 Of LESSOR (Name or Names)
1505 York Rd. Lutherville, Maryland 21093
 (Address)

4. This financing Statement covers the following types (or items) of property:

One - IBM PC XT 10 Mb Hard Disk Computer System, One - IBM Color Monitor,
 One - IBM Monochrome Monitor, One - Monitor Adaptor, One - DOS 2.1, One -
 Display Writer 3, One - Epson FX100 Printer, One - Monochrome Display Cable
 One - DB Manager
 S/N F069366, 0827423, 059180

FILED

1985 JUL 30 PM 4:01

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
 Products of Collateral are also covered Yes () No (xx)

LESSEE
Robert Bruce Goodson T/A
Bruce Roberts International

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: [Signature] OWNER
 Robert B. Goodson (Title)

By: [Signature] V.P.
 R. J. Brown (Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: _____
 (Title)

Return to: Heritage Savings Assoc.
1505 York Road
Lutherville, MD 21093
Attn: Herbert W. Spath

12-0-86 Type or print name of person signing

TO BE } **CROSS INDEXED**
 NOT TO BE } ~~RECORDED IN IN~~
LAND RECORDS

SUBJECT TO } RECORDING TAX
 NOT SUBJECT TO } ON PRINCIPAL
AMOUNT OF
\$ _____

FINANCING STATEMENT

1. Debtor(s):

EDNA DEECK
Name or Names—Print or Type

3500 LOCKHEARN CT Pasadena Md.
Address—Street No., City - County State Zip Code 21122

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS ROEBUCK AND Co.
Name or Names—Print or Type

6650 Ritchie Hwy Glen Burnie
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

custom draperies spread

4. If above described personal property is to be affixed to real property, describe real property.

3500 Lockhearn Ct. Pasadena, Md. 21122

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

Edna Deeck
(Signature of Debtor)

EDNA DEECK
Type or Print

SECURED PARTY:

Sears, Roebuck and Company
(Company, if applicable)

J. D. Althouse
(Signature of Secured Party)

J. D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO: Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

13.00

CR CLERK

D. E. CLERK

FILED

1985 JUL 30 PM 4:03

LIBER - 487 PAGE 458 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

257699 Co. 11.50
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hubers' Bus Service, Inc.
Address 103 Wells Avenue, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name First Maryland Leasecorp
Address 25 South Charles Street, Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

See "Schedule A" Attached

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Hubers' Bus Service, Inc.

Hubers Mary Elizabeth Hubers First Maryland Leasecorp
(Signature of Debtor) Pres.

Type or Print Above Name on Above Line

(Signature of Debtor)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

FILED

1985 JUL 30 PM 4:04

11-50
50

mlc

LIGER - 487 PAGE 459

"SCHEDULE A"

One (1) new 1985 Model 10 LT Eagle 46 passengers coach s/n 1EUAN8B12FB031554, with 8V71N Detroit diesel engine, Eaton 5-speed manual transmissions, 3.71 drive ratio rear axle, 154 gallon fuel tank, pneumatically powered bifold entry doors, entrance and baggage door locks, single pane glass windows with front skyview windows, immersion heater engine block, 110V, P.A./AM/FM cassette radio, auxillary (P.A.) mike jack, driver's radio speaker, CB antenna, and chemical lavatory.

One (1) used 1982 Model 10 Eagle 46 passenger coach s/n 1EUAN8B17CB030859 with 8V71N Detroit diesel engine, Eaton 5-speed manual transmission, 3.71 drive ratio rear axle, 154 gallon fuel tank pneumatically powered bifold entry doors, entrance and baggage door locks, single pane glass windows with front skyview window, immersion heater-engine block, 110V, P.A./AM/FM cassette radio, auxiliary (P.A.) mike jack, driver's radio speaker, CB antenna, and chemical lavatory; including, without limitation, all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing equipment. *m. E. H.*

Mailed to Secured Party

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) THE STOP & SHOP COMPANIES, INC. 1776 HERITAGE DRIVE QUINCY, MA 02169	2. Secured Party(ies) and address(es) XXXXXXXXXXXXXXXXXXXXX Lessor AMCOMP CORPORATION EXCHANGE PLACE BOSTON, MA 02109	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 APR 30 1985 12:37 PM APR 30 85

7. This financing statement covers the following types (or items) of property:
 All Equipment (See attached) leased to the above named Lessee under Lease No. 8103MAP811 dated as of March 20, 1981, solely as it relates to the below listed Rental Schedule(s) and all proceeds, (including insurance proceeds). This filing is made for informational purposes only as this is a Lease.

Rental Schedules

~~XXXX~~ D-17

Assignee: The First National Bank of Boston
 100 Federal Street
 Boston, MA 02110

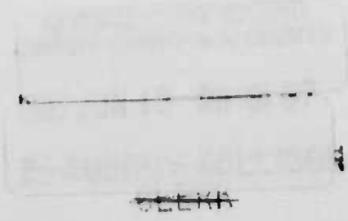
RECORD FEE 11.00
 POSTAGE .50
 #14812 C040 ML 107:55
 JUN 13 85

Filed With: Clerk of the Circuit Court, Anne Arundel County, MD

Products of Collateral are also covered.

THE STOP & SHOP COMPANIES, INC. Whichever is Applicable (See Instruction Number 9) 11.00 50 Filing Officer Copy - Alphabetical STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1	AMCOMP CORPORATION by: <i>[Signature]</i> XXXXXXXXXXXXXXXXXXXXXXXX Lessee Signature(s) of Debtor (Or Assignor)	AMCOMP CORPORATION <i>[Signature]</i> XXXXXXXXXXXXXXXXXXXXXXXX Lessor Signature(s) of Secured Party (Or Assignee) LAWYERS STATIONERY CO., INC. - BOSTON
--	--	--

FILED
 1985 JUL 30 PM 4:06



[Handwritten signature]

Rental Schedule D-17

<u>Qty</u>	<u>Description</u>	<u>Part Number</u>	<u>Serial Number</u>	<u>Equipment Location</u>	<u>Accept Date</u>	<u>Accept Number</u>
1	HENKELS & MCCOY, INC. ITT/Tone Commander Telephone System consisting of: 1 Key Service unit, 6 cell 4 LC-400H cards with recall 3 Touch tone 6 button brown key wall sets 10 Touch tone 6 button brown key desk sets 32 Rotary single line brown trim line wall sets 3 Rotary single line brown trim line desk sets 7 Extra long handset cords throw key fpr ring assignment Tone Commander ML800 storekeeper 1-CF400 main housing & ICF 401 expansing housing 1-CP-432 single/regulator card 2-CP441 Line Cards tone/rotary (8line) 7-CP451 Stations single line or keysets 3-CP454 add on conference/paging cards w/instant page/and call park			Bradlees #574 6716 Gov. Ritchie Hwy. Chesapeake Sq. Shop Cnt. Glen Burnie, MD 21061	2/13/85	D-51
				Equipment Cost	\$24,993.00	

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dennis B. Britt
Address Route 5, Golden City Village, Unit #2, Waldorf, MD. 20601

2. SECURED PARTY

Name HORIZON CREDITCORP
Address 7 East Frederick Place, Cedar Knolls, N.J. 07927

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
One (1) new 1985 Thunderbird Prod Corp., 27'2" Formula 272LS, Hull#TRNM5304J485 with twin 260 h.p. Mercruiser gas engines. Including but not limited to all standard equipment and accessories now existing or hereafter to become fixtures.

VESSEL TO BE KEPT IN ANNAPOLIS MARYLAND

NOTE: WE FILE UNDER CONSUMER GOODS, PLEASE RECORD.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Dennis B. Britt
(Signature of Debtor)

Dennis B. Britt
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Elena Crossin
(Signature of Secured Party)

Horizon Creditcorp
Type or Print Above Signature on Above Line

mly

1985 JUL 30 PM 4:06

FILED

Mailed to Secured Party

11-20-11

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J. P. VENTURES, INC.
Address 4602 Bedford Blvd., Wilmington, Delaware 19803

2. SECURED PARTY

Name HORIZON CREDITCORP
Address 7 East Frederick Place, Cedar Knolls, New Jersey 07927

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) new 1985 Silverton Convertible 40 with twin gas Crusader engines 350 hp@; hull # STN40253E585-40C. Including but not limited to all standard equipment and accessories now existing or hereafter to become fixtures.

Vessel to be kept in Anne Arundel County, Maryland

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

NOTE: WE FILE UNDER CONSUMER GOODS, PLEASE RECORD

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Peter J. Solenne
(Signature of Debtor)
J. P. VENTURES, INC.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

FILED
1985 JUL 30 PM 4: 16

Mailed to Secured Party

11.00
50

msf

F/R Anne Arundel
11-168120 14⁵⁰ m/

LIBER - 487 PAGE 464

257703

Not to be recorded
in Land Records

Subject to recordation
tax:
Principal Amount is
\$4,500,000

The appropriate amount of documentary stamps have been paid and evidence is affixed to a deed of trust recorded or to be recorded among the Land Records of Baltimore County, Maryland and given as security in the same loan.

FINANCING STATEMENT

- 1. Debtor: Charles Towson Associates Limited Partnership
Address: 1147 Donnington Circle Towson, Maryland 21204
- 2. Secured Parties: The First National Bank of Maryland
Address of all Secured Parties: c/o The First National Bank of Maryland 25 South Charles Street Baltimore, Maryland 21201 Attention: Commercial Real Estate Division BANC #101-820
- 3. This Financing Statement covers

(a) All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets,

1985 JUL 30 PM 4: 16
FILED

I certify under the penalty of Perjury
that Recordation Tax in the amount of
\$5,000⁰⁰ was paid to
City
Baltimore County on 5-25-85
SAFECO Title Insurance Company
of Maryland
By Marcia M. Miller

12.00
50 3756F:04/19/85
3070-01-837

mly

partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, service contracts, utility contracts, options, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the said land and collateral and its development, occupancy and use.

4. The aforesaid items are included as security in a deed of trust given by Debtor to Patricia A. Brian and Anna M. Marcellino, Trustees, and recorded or intended to be recorded among the Land Records of Baltimore County, Maryland securing an indebtedness owed by Debtor to The First National Bank of Maryland.
5. Proceeds of collateral are also covered.
6. The land consists of approximately 3.544 acres located near the intersection of Charles Street and the Baltimore Beltway, Baltimore County, Maryland and is more particularly described in the Deed of Trust referred to above.

Debtor:

CHARLES TOWSON ASSOCIATES
LIMITED PARTNERSHIP

By Leonard Stulman (SEAL)
Leonard Stulman,
General Partner

To the Filing Officer: After this statement has been recorded, please mail the same to: Edward J. Levin, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

AA Co
ca

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/89

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 247271 recorded in
Liber 461, Folio 483 on May 10, 1983 (Date).

1. DEBTOR(S):
 Name(s) J & J Partnership
 Address(es) 4878 Idlewilde Road, Shadyside, Md. 20764

2. SECURED PARTY:
 Name Maryland National Bank
 Address 8400 Baltimore Blvd., College Park, Md. 20740

Person and Address to whom Statement is to be returned if different from above.
 Commercial Documentation

Check mark below indicates the type and kind of Statement made hereby.
 (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Additional Address: 236 West Hampton Avenue
 Capitol Heights, Maryland 20027

9. SIGNATURES. J & J Partnership
 Irvin M. Eskin
 Jerome E. Yochelson
 George F. Lynch, Jr.

SECURED PARTY
 Maryland National Bank
 By R. B. Megee
 R. B. Megee, Asst. Vice President
 (Type, Name and Title)

DEBTOR(S)
 (Necessary only if Item 6 is applicable)
 Type name of each signature and if Company,
 type name of Company and Name and Title of
 Authorized Signer.

Mailed to Secured Party

11/10/80

FILED
 1985 JUL 30 PM 4: 18
 D. E. CLERK

AA
CO
con

**STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 601-7 Ed. 1/69**

This Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, identifying File No. 243077 recorded in
Liber 451, Folio 107 on June 28, 1982 (Date).

1. DEBTOR(S):
 Name(s) J & J Partnership
 Address(es) 4878 Idlewilde Road, Shadyside, Md. 20764

2. SECURED PARTY:
 Name Maryland National Bank
 Address 8400 Baltimore Blvd., College Park, Md. 20740

Person and Address to whom Statement is to be returned if different from above.
Commercial Documentation

Check mark below indicates the type and kind of Statement made hereby.
 (Check only one box.)

3. **CONTINUATION.** The original Financing Statement referred to above is still effective.

4. **TERMINATION.** The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. **ASSIGNMENT.** The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 2, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 6 below.

6. **AMENDMENT.** The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. **RELEASE (Partial or Full)** From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 6 below.

8. Additional Address: 236 West Hampton Avenue
Capitol Heights, Maryland 20027

8. SIGNATURES. J & J Partnership
[Signature]
 Irvin M. Eskin
[Signature]
 Jerome B. Yochelson
[Signature]
 George F. Lynch, Jr.

SECURED PARTY
Maryland National Bank
 By [Signature]
R.B. Megee, Asst. Vice President
 (Type, Name and Title)

DEBTOR(S)
 (Necessary only if Item 6 is applicable)
 Type name of each signature and if Company,
 type name of Company and Name and Title of
 Authorized Signor.

Mailed to Secured Party



FILED

1985 JUL 30 PM 4: 18

11/00/50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated ~~6-25-85~~ 6-25-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Maurice E. Carr

Address 3156 Beards Point Rd Davidsonville, Md 21401

2. SECURED PARTY

Name KUBOTA CREDIT CORPORATION, USA *Secured Party*

Address 4444 SHACKLEFORD RD. *Baldwin Service Ctr, Inc.*

NORCROSS, GEORGIA 30093 *41 Defense Hwy.*

Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1- New Kubota Tractor Model B5200E S/N 20147

1- New Kubota Mower Model RC48-62 S/N 20192

1985 JUL 30 PM 4:20

FILED

Mailed to Assignee

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

13400-834873

Maurice E Carr
(Signature of Debtor)

Maurice E. Carr
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Ikse H Funk
Type or Print Above Signature on Above Line

05/11/85

mef

Anne Arundel 1150

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

LIBER - 487 PAGE 469
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 257705

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 6/24/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOHN C. POORE
Address P.O. BOX 36 GAMBRILLS, MD 21054

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.
Address 15410 CHRYSLER DRIVE UPPER MARLBORO, MD 20772

Assignee of Secured Party

Kubota Credit Corp, USA 4444 Shackleford Rd. Norcross GA 30093
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 NEW KUBOTA B5200DT TRACTOR, SER.#
- 1 NEW KUBOTA RC48-62 MOWER, SER.#
- 1 NEW CANNIS 1080 TRAC VAC.

1985 JUL 30 PM 4:21

FILED

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

29820-834636

X [Signature]
(Signature of Debtor)

JOHN C. POORE
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
GATEWAY FORD TRACTOR, INC.

LARRY E. GROFF, PRESIDENT
Type or Print Above Signature on Above Line

11/20/50

[Handwritten mark]

LIBER - 487 PAGE 470

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 238380

RECORDED IN LIBER 438 FOLIO 510 ON June 15 1981 (DATE)

1. DEBTOR: Name James A & Ione Williams

Address 861 Laurell Rd Aeverna Oark MD 21146'

2. SECURED PARTY: Name Commercial Credit Corp

Address 612 Ritchie Highway Severna Park MD 21146

Person And Address To Whom Statement Is To Be Returned If Different From Above.

CHECK FORM OF STATEMENT

<p>A. CONTINUATION.....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. RELEASE.</p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate:</p> <p>PARTIAL RELEASE.....<input type="checkbox"/></p> <p>FULL RELEASE.....<input type="checkbox"/></p>	<p>C. TERMINATION.....<input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>
<p>D. ASSIGNMENT.....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)</p>		<p>E. OTHER.....<input type="checkbox"/></p> <p>(Such as "amendment"; if amendment, both Debtor and Secured Party must sign)</p>

3. Assignee of Secured Party(ies) from which security information obtainable:

Name Commercial Credit Corp

Address 612 Ritchie Highway Severna Park MD 21146

Dated 6/29/85 L.A. Whitesell

(Signature of Secured Party)

L A Whitesell

Type or Print Above Name on Above Line



Mailed to Secured Party

FILED

1985 JUL 31 AM 9:36

10.000

10.00

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 844950 in Office of LAURENCE (Filing Office) (County and State)

Debtor or Debtors (name and Address):

1101 454 PAPE AVE
John D. Kneak
John D. Kneak
Gen Burne Md. 21061

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

June 20 1985

Mail to 1502 ATOLL HWY
Gen Burne MD 21061
By [Signature]
Its Branch Office Manager

85000-5

D. E. CLERK

FILED

1985 JUL 31 AM 10:13

proceeds 11,400.00

reg 4

20-8370-0002

LIBER - 487 PAGE 472

9/8/77

9-20-89

23 1977

257711

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

FINANCING STATEMENT

Not subject to recordation tax

Buyer(s)-Debtor(s) name(s) (Last name first) Albert L. & Mollie Baldwin			Post Office Address(es) of Buyer(s)-Debtor(s) Lot 33, Summersville, Maryland, 21052			
Name of Seller-Secured Party Cavalier Mobile Homes, Inc.			Post Office Address of Seller-Secured Party P.O. Box 877, Glen Burnie, Maryland, 21061			
This Financing Statement covers the following types or items of property:						
New or Used Car	Year	No Cyl	Make Trade Name	Type of Body Give Truck Tonnage	Model	Manufacturer's Serial No
New	77		Governor	Mobile Home	60 x 14	17606
<input type="checkbox"/> Automatic Transmission <input type="checkbox"/> Four Speed <input type="checkbox"/> Radio <input type="checkbox"/> Power Steering <input type="checkbox"/> Power Brakes <input type="checkbox"/> Power Windows <input type="checkbox"/> Air Cond. <input type="checkbox"/> Heater						
If other than a vehicle, describe goods fully, (including where applicable, manufacturer's or trade name, model and year, serial no., and whether new or used)						
Also any accessories or equipment now or hereafter attached to any of the above, as well as any proceeds of any of the above.						

This Financing Statement is assigned to: MARYLAND NATIONAL BANK
Address: BALTIMORE AND LIGHT STS.
BALTIMORE, MD. 21202

Debtor(s):

Secured Party:

Albert L. Baldwin Sr.
Albert L. Baldwin

Cavalier Mobile Homes, Inc.
(Type Name of Dealership)

Mollie Baldwin

Mollie Baldwin

Chester A. Foreman
By: (Authorized Signature)

Chester A. Foreman, Pres.

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Maryland National Bank at:)

Mail to

*PO Box 987
BALTO, MD
21203*

*12.00
50*

FILED

1985 JUL 31 AM 10:26

12 50

FINANCING STATEMENT

257710

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 155,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County Circuit Court with the filing of a Deed of Trust

5. Debtor(s) Name(s) Address(es)
 Anne Arundel Associates, Inc. 722 Generals Highway
 T/A V.J.G.'s Rib Inn and Liquor Mart Millersville, Maryland 21108

6. Secured Party Address
 Equitable Bank, National Association
 Attention: Teresa A. DeWitt 100 S. Charles Street
 Documentation Assistant Baltimore, Maryland 21201



7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Anne Arundel Associates, Inc., T/A V.J.G.'s Rib Inn and Liquor Mart
 By: Vincent M. Malanaphy (Seal) President By: George R. Thompson (Seal) Vice President
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7/82)

Mailed to Secured Party

12.50

FILED
1905 JUL 31 PM 2: 16

TFR
7/10/85

LIBER - 487 PAGE 474 257711

FINANCING STATEMENT

TO BE RECORDED IN
THE FINANCING STATEMENT
RECORDS OF

NOT SUBJECT TO RECORDATION
TAX

Ann Arundel County

This Financing Statement is presented to a
Filing Officer pursuant to the Uniform Commercial Code:

Return: REAL ESTATE TITLE COMPANY, INC.
114 E. LEXINGTON STREET
THIRD FLOOR
BALTIMORE, MARYLAND 21202

1. Debtor:
Forest-Gemini
Limited Partnership

Address:
1419 Forest Drive
Annapolis, Md. 21403

2. Secured Party Assignor:
City of Annapolis

Address:
166 Duke of Gloucester St.
Annapolis, Md. 21401

3. Assignee:
Provident Bank of
Maryland

Address:
114 E. Lexington St.
Baltimore, Md. 21202

4. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles hereafter owned by the Debtor and located in or upon any interest or estate in land described below or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the generality of the foregoing, those items listed on Exhibit B attached hereto and made a part hereof, all furnishings, screens, storm windows and doors, floor coverings, shrubbery,

RECORDED
INDEXED
MAY 23 1985
10 4:07
MAY 23 1985
L. ANTHONY LILSON
CLERK

RECORD FEE 32.00
POSTAGE .50

474998 0055 R02 T16405

JUL 29 85

32.00
12

INDEX - 487 PAGE 175

plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air condition, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and appurtenant facilities erected or to be erected in or upon the said land, and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land;

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law as well as in equity, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land; and

(c) All documents, instruments, general intangibles, chattel paper, contract rights and accounts now owned or hereafter acquired by the Debtor (including all future capital contributions by the partners of the Debtor) as such property may from time to time exist,

487 476

together with all modifications, accessions and substitutions therefor and proceeds therefrom.

5. The aforesaid items are included as security in a Deed of Trust, Assignment of Rents and Security Agreement given by Debtor to John J. Neubauer, Jr. and J. Howard Edwards, Trustees, and recorded or intended to be recorded among the land records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to City of Annapolis (the "City")

6. Proceeds of collateral are covered hereunder.

7. The land consists of approximately 4.5 acres of land more particularly described in Exhibit A attached hereto.

8. The Secured Party Assignor has assigned all of its right in the collateral described herein to the Assignee pursuant to an Assignment and Security Agreement dated as of even date herewith (the "Assignment") and the authority and direction of Resolution No. R-4-85 of the City Council of the City (except for such right, title and interest of the Secured Party Assignor as reimbursement for its expenses or by way of indemnity) to secure payment of the principal of and the interest on \$3,800,000 City of Annapolis, Economic Development Revenue Bond (Forest-Gemini Limited Partnership Project) (the "Bond") purchased by the Assignee on even date herewith. The Bond does not constitute an obligation to which the full faith and credit of the Secured Party Assignor is pledged, does not create an indebtedness or charge against the general credit or taxing powers of the Secured Party Assignor, and does not constitute or give rise to any pecuniary liability of the Secured Party Assignor.

Debtor:

FOREST-GEMINI
LIMITED PARTNERSHIP

By: CTP, Inc.
General Partner

By: *Robert Libson*
Robert Libson, President

Secured Party Assignor:

CITY OF ANNAPOLIS

By: *Richard Lazer Hillman*
Richard Lazer Hillman,
Mayor

By: BINC, Inc.
General Partner

By: *Charles C. Baum*
Charles C. Baum, President

By: United Iron & Metal Co., Inc.
General Partner

By: *James R. Shapiro*
JAMES R. SHAPIRO (Name)
J.P. (Title)

LIDER -487 PAGE 478

Dated: July __, 1985

MR. CLERK: After recording, please return to:

Timmy F. Ruppertsberger, Esquire
~~Semmes, Bowen & Semmes~~
10 Light Street
Baltimore, Maryland 21202

REAL ESTATE TITLE COMPANY, INC.
114 E. LEXINGTON STREET
THIRD FLOOR
BALTIMORE, MARYLAND 21202

EXHIBIT "A"
PROPERTY DESCRIPTION

LIBER - 487 PAGE 479

BEGINNING for the same at a point on the easterly side of Forest Drive, as shown on State Highway Administration Right of Way Plat #19877, said point being at the beginning of the North 18 degrees 47 minutes 55 seconds West, 128.72 foot line of the conveyance from Kent Washington, Inc. to Presidential Realty Corporation by Deed dated July 6, 1977 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2986, page 585, and running from said beginning point, so fixed, with the easterly side of Forest Drive and the outlines of said conveyance, North 18 degrees 47 minutes 55 seconds West 128.72 feet, North 19 degrees 32 minutes 05 seconds West 100 feet, North 21 degrees 47 minutes 13 seconds West 205.57 feet, North 25 degrees 33 minutes 55 seconds West 12.89 feet to a point of curvature; thence, with the arc of said curve to the right having a radius of 30 feet, a chord of North 19 degrees 26 minutes 05 seconds East 42.42 feet for an arc length of 47.12 feet to a point of tangency on the south side of Gemini Drive, a 60 foot street, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 49, page 30; thence with the south side of Gemini Drive, North 64 degrees 26 minutes 05 seconds East 17.07 feet to a point of curvature; thence with the arc of said curve to the right having a radius of 573.11 feet a chord of North 78 degrees 39 minutes 48 seconds East 281.72 feet for an arc distance of 284.64 feet to a point of tangency; thence still continuing along the south side of Gemini Drive, South 87 degrees 06 minutes 30 seconds East 183.93 feet; thence leaving Gemini Drive and crossing part of the above mentioned conveyance to Presidential Realty Corporation and with the westerly side of a 40 foot storm drain easement, South 04 degrees 15 minutes 04 seconds West 337.26 feet; thence crossing said 40 foot storm drain easement and with part of the easterly side of same, South 46 degrees 27 minutes 18 seconds East 182.99 feet; thence with a curve to the left having a radius of 265.95 feet, a chord of South 42 degrees 28 minutes 55 seconds West 49.83 feet, for an arc length of 49.91 feet to intersect the North 13 degrees 15 minutes 02 seconds West 34.63 foot line of the above mentioned conveyance to Presidential Realty Corporation; thence with part of said line, and the outlines of said conveyance, North 13 degrees 15 minutes 02 seconds West 30.72 feet, North 46 degrees 27 minutes 18 seconds West 78.00 feet, North 69 degrees 03 minutes 27 seconds West 43.99 feet, South 71 degrees 01 minute 26 seconds West 53.00 feet, South 18 degrees 58 minutes 34 seconds East 8.00 feet, and South 71 degrees 01 minute 26 seconds West 269.09 feet to the place of beginning; Containing 4.469 acres.

BEING that same lot of ground which by Deed and Easement Agreement dated November 15, 1978 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 3147, folio 83, was granted and conveyed by Presidential Realty Corporation, a Delaware Corporation to Reico-Gemini Joint Venture, a Maryland General Partnership, the within Grantor.

LIBER - 487 PAGE 480

EXHIBIT B

EQUIPMENT

None

TFR
7/10/85

257715

LIBER - 487 PAGE 481

FINANCING STATEMENT

TO BE RECORDED IN
THE FINANCING STATEMENT
RECORDS OF Anne Arundel County

NOT SUBJECT TO
RECORDATION TAX

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code:

1. Debtor: City of Annapolis Address: 166 Duke of Gloucester St. Annapolis, Md. 21401
2. Secured Party: Provident Bank of Maryland Address: 114 E. Lexington St. Baltimore, Md. 21202
3. This Financing Statement covers the following types (or items) of property:

(a) All of the Debtor's right, title and interest in and to and remedies under the Loan Agreement dated of even date herewith between the Debtor and Forest-Gemini Limited Partnership (the "Borrower"), (the "Loan Agreement"), including any and all security referred to therein.

(b) The Promissory Note of the Borrower (the "Note") of even date herewith in the original principal amount of \$3,800,000 and all of the Debtor's right, title and interest in and to and remedies under the Note and under the Deed of Trust, Assignment of Rents and Security Agreement, the Assignment of Rents and Leases, and the Subordination, Attornment and Non-Disturbance Agreement, all of even date herewith and all from the Borrower to the Debtor or for the benefit of the Debtor.

(c) The "Revenues", defined in the Loan Agreement to include all moneys payable by the Borrower under the Note, Deed of Trust, Assignment of Rents, Subordination Agreement and Loan Agreement, by the Guarantor (as hereafter defined) under the Guaranty Agreement (as hereafter defined) and all other receipts and revenues of the County from or in connection with the

REAL ESTATE TITLE COMPANY, INC.
114 E. LEXINGTON STREET
THIRD FLOOR
BALTIMORE, MARYLAND 21202

RETURN:

1300
JG

MP
1985 JUL 29 PM 4:07
E. ANDREY COLLISON
CLERK

RECORD FEE 13.00
POSTAGE 2.50
TOTAL 15.50
JUL 29 1985

financing of the Facility.

(d) All of the Debtor's right, title and interest in and to the Guaranty and Indemnification Agreement from Charles C. Baum, Robert Libson and United Iron & Metal Co., Inc. (the "Guarantor") to the Debtor and the Secured Party (the "Guaranty Agreement").

(e) All of the Debtor's right, title and interest in and to and remedies with respect to any and all other property of every description and nature from time to time hereafter by delivery or by writing of any kind conveyed, pledged, assigned or transferred, as and for additional security hereunder, by the Debtor or by anyone on its behalf or with its written consent, to the Secured Party which is authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

(f) SAVING AND RESERVING from all of the above the right of the Debtor to indemnification by the Borrower and to payments to or on behalf of the Debtor for expenses incurred by or on behalf of the Debtor.

4. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party under and pursuant to an Assignment and Security Agreement of even date herewith between the Debtor and the Secured Party (the "Assignment"), entered into as security for the Debtor's City of Annapolis, Economic Development Revenue Bond (Forest-Gemini Limited Partnership Project), of even date herewith (the "Bond") issued pursuant to Sections 266A to 266-I, inclusive, of Article 41 of the Annotated Code of Maryland (1982 Replacement Volume) as amended to date (the "Act").

5. Proceeds and products of the collateral are also covered.

6. The Debtor has assigned all of its right in the collateral described herein to the Secured Party pursuant to the Assignment and the authority and direction of Resolution No. R-4-85 of the City Council of the Debtor (except for such right, title and interest of the Debtor as reimbursement for its expenses or by way of indemnity) to secure payment of the principal of and the interest on the Bond, which Bond does not constitute an

LIBER - 487 PAGE 483

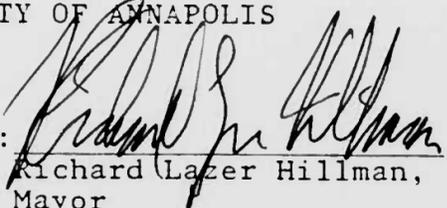
obligation to which the full faith and credit of the Debtor is pledged, does not create an indebtedness or charge against the general credit or taxing powers of the Debtor, and does not constitute or give rise to any pecuniary liability of the Debtor.

Debtor:

CITY OF ANNAPOLIS

July 24, 1985

By:


Richard Lazer Hillman,
Mayor

Mr. Clerk: Return to Timmy F. Ruppertsberger, Esquire
SEMME, BOWEN & SEMME
10 Light Street
Baltimore, Maryland 21202

REAL ESTATE TITLE COMPANY, INC.
114 E. LEXINGTON STREET
THIRD FLOOR
BALTIMORE, MARYLAND 21202

FINANCING STATEMENT

Not Subject to Recordation Tax
 Subject to Recordation Tax, Principal Amount is \$ _____

To Be Recorded in Land Records (For Fixtures Only)

1. Debtors(s)	NAME		ADDRESS		
	No.	Street	City	State	
		<u>Bruce W. Riley</u>	<u>7501 Ritchie Highway</u>	<u>Glen Burnie, MD</u>	<u>21061</u>

2. Secured Party
CROWN CENTRAL PETROLEUM CORPORATION, One North Charles St., Baltimore, Md. 21201

3. This Financing Statement covers the following types (or items) of property:

INVENTORY: The entire inventory of petroleum products at Crown Service Station MD-20 located at 7501 Ritchie Highway, Anne Arundel County, MD 21061

ACCOUNTS & CONTRACT RIGHTS: All amounts payable with respect to credit card sales at Crown Service Station MD-20

RECORD FEE 11.00
POSTAGE .50
#01592 C345 R01 T11:55
JUL 30 85

CHECK THE LINES WHICH APPLY

4. (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

~~Title Owner of Real Estate:~~ _____

5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
 (If products of collateral are claimed) Products of the collateral are also covered.

6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party ~~(or assignee)~~ at the address above stated.

Secured Party:	Debtor(s)
CROWN CENTRAL PETROLEUM CORPORATION	<u>Bruce W. Riley</u>
By: <u>J.G. Yawman</u>	By: <u>Bruce W. Riley</u>
Type Name <u>J.G. Yawman</u>	
Title <u>Assistant Secretary</u>	

Type or Print Name and Title of Each Signature

MP
RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1985 JUL 30 AM 11:51
E. AUBREY COLLISON
CLERK

11.00
50

FINANCING STATEMENT

Not Subject to Recordation Tax
 Subject to Recordation Tax, Principal Amount is \$ _____

To Be Recorded in Land Records (For Fixtures Only)

NAME	ADDRESS		
	No.	Street	City State
1. Debtors(s) <u>Michael J. Lynch</u>	<u>7501</u>	<u>Ritchie Highway</u>	<u>Glen Burnie, MD 21061</u>

2) Secured Party
CROWN CENTRAL PETROLEUM CORPORATION, One North Charles St., Baltimore, Md. 21201

3. This Financing Statement covers the following types (or items) of property:

INVENTORY: The entire inventory of petroleum products at Crown Service Station MD-20 located at 7501 Ritchie Highway Anne Arundel County

ACCOUNTS & CONTRACT RIGHTS: All amounts payable with respect to credit card sales at Crown Service Station MD-20

RECORD FEE 11.00
POSTAGE .50
#01593 0345 R01 T11:56

CHECK THE LINES WHICH APPLY

4. (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below.
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below.

JUL 30 85

~~Title Owner of Real Estate:~~ _____

5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
 (If products of collateral are claimed) Products of the collateral are also covered.
6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party ~~(or assignee)~~ at the address above stated.

Secured Party:	Debtor(s)
CROWN CENTRAL PETROLEUM CORPORATION	By: <u>Michael J. Lynch</u>
By: <u>N.K. Cooper, Jr.</u>	_____
Type Name <u>N.K. Cooper, Jr.</u>	_____
Title <u>Assistant Secretary</u>	_____

Type or Print Name and Title of Each Signature

MP
1985 JUL 30 AM 11:51
D. MURPHY COLLISON

11.00
50

MSL
MM

FINANCING STATEMENT

257713

Not Subject to Recordation Tax

<u>Name of Debtor</u>	<u>Mailing Address</u>
Joseph E. King Katherine A. King	Chesapeake Mobile Home Court Hanover, Maryland 21076

RECORD FEE 12.00
 POSTAGE .50
 #01575 0040 R01 T11:43
 JUL 30 85

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE (Assignee) Address: BALTIMORE AND CHARLES STREETS
 BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).
 1985 Liberty Homes, Inc., Supra Mobile Home, G47005, Brown/Cream 70 X 14, Serial # 08-L-55898
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

Joseph E. King
 JOSEPH E. KING
Katherine A. King
 KATHERINE A. KING

THE SAVINGS BANK OF BALTIMORE
 BY _____

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, INC., which has been assigned to The Savings Bank of Baltimore.

PCS 0847

MP
 RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1985 JUL 30 PM 12:03
 E. AUBREY COLLISON
 CLERK

12.00

FINANCING STATEMENT

257719

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Carol M. Logan

7959 Telegraph Road # 135
Severn, Maryland 21144

APCO
RECORD FEE 11.00
POSTAGE .50
#01576 D040 R01 T11:44
JUL 30 85

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).

1985 Imperial Homes, Royal 102 Mobile Home, 64 X 14, 2 bedroom oak, Serial # IH 85578

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

+ Carol M. Logan
CAROL M. LOGAN

THE SAVINGS BANK OF BALTIMORE

BY _____

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, INC., which has been assigned to The Savings Bank of Baltimore.

PCS 0847

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY MP

1985 JUL 30 PM 12:03

E. AUBREY COLLISON
CLERK

11.00 8

FINANCING STATEMENT

257720

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Richard J. Nadeau

Lions Creek Mobile Home Court # 184
Lothian, Maryland 20711

RECORD FEE 11.00
POSTAGE .50
#01577 0040 R01 T11:45
JUL 30 85

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).
Used 1981 Tidwell Mobile Home, 70 X 14, Serial # 6432
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

Richard J. Nadeau
RICHARD J. NADEAU

THE SAVINGS BANK OF BALTIMORE

BY _____

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chenapeake Mobile Homes of Laurel, INC., which has been assigned to The Savings Bank of Baltimore.

PCS 0847

MP
RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JUL 30 PM 12:03

E. AUBREY COLLISON
CLERK

11.50

257721

FINANCING STATEMENT

Not Subject to Recordation Tax

<u>Name of Debtor</u>	<u>Mailing Address</u>
Felix H. Zoepfl Stelma Zoepfl	490 Patuxent Road # 48 Odenton, Maryland 21113

A A Co.

RECORD FEE 12.00
 POSTAGE .50
 #01578 C040 R01 T11:45

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
 (Assignee) Address: BALTIMORE AND CHARLES STREETS
 BALTIMORE, MARYLAND 21203

JUL 30 85

1. This financing Statement covers the following types (or items) of property (the collateral).
 1985 Imperial Homes, Regal Print 421, 70 X 14 Mobile Home
 Serial # IH85591
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

x Felix H. Zoepfl
 FELIX H. ZOEPFL
 ✓ Stelma L. Zoepfl
 STELMA L. ZOEPFL

THE SAVINGS BANK OF BALTIMORE

BY _____

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, INC., which has been assigned to The Savings Bank of Baltimore.

PCS 0847

MP

RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY

1985 JUL 30 PM 12:03

E. AUBREY COLLISON
CLERK

17.00

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Ignatius Smith
Claire Smith

7959 Telegraph Road # 26
Severn, Maryland 21144

RECORD FEE 12.00
POSTAGE .50
#01579 C040 R01 T11:46
JUL 30 85

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).
Used 1982 Liberty Homes, Mobile Home, 70 X 14, gold & white
Serial # 08-L-50513
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

Ignatius Smith
IGNATIUS SMITH
Claire Smith
CLAIRE SMITH

THE SAVINGS BANK OF BALTIMORE

BY _____

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, INC., which has been assigned to The Savings Bank of Baltimore.

PCS 0847

RECEIVED FOR RECORD
CLERK OF DISTRICT COURT
1985 JUL 30 PM 12:03 *mp*
F. ABBEY COLLISON
CLERK

12,00 R

257723

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Anthony J. Frasco

Chesapeake Mobile Home Court #177
Hanover, Maryland 21076

RECORD FEE 11.00
POSTAGE .50

#01580 0040 R01 T11:46
JUL 30 85

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).
1985 Liberty Homes, Super Supra Mobile Home, K47009,
70 X 14, Serial # 08-L-56251
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

Anthony J. Frasco
ANTHONY J. FRASCO

THE SAVINGS BANK OF BALTIMORE

BY _____

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel Inc., which has been assigned to The Savings Bank of Baltimore.

PCS 0847

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1985 JUL 30 PM 12:03

E. AUBREY COLLISON
CLERK

11/8 22

257721

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Roy K. Green

Mailing Address

7959 Telegraph Road #25
Severn, Maryland 21144

P.A. Co.
RECORD FEE 11.00
POSTAGE .50
#01584 0345 R01 T11:50
JUL 30 85

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).
1985 Liberty Homes, Super Supra Mobile Home K47004
70 X 14, Serial # 08-L-55181
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Roy K. Green
ROY K. GREEN

Secured Party

THE SAVINGS BANK OF BALTIMORE

BY _____

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, INC. which has been assigned to The Savings Bank of Baltimore.

PCS 0847

MP

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1985 JUL 30 PM 12:03

E. AUBREY COLLISON
CLERK

1103



FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Francis Carlene Rowe

102 Summer Hill Park
Crownsville, Maryland 21032

A.A. Co.
RECORD FEE 11.00
POSTAGE .50
#01585 0345 R01 T11:50
JUL 30 85

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).
Used 1977 Hillcrest Mobile Home, 64 X 14, Serial #02110524L
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

Carlene Rowe
FRANCIS CARLENE ROWE

THE SAVINGS BANK OF BALTIMORE

BY _____

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, INC., which has been assigned to The Savings Bank of Baltimore.

PCS 0847

MP
RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1985 JUL 30 PM 12:03
E. AUBREY COLLISON
CLERK

11/85

257726

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Patricia Penkala
William J. Penkala

7959 Telegraph Road #135
Severn, Maryland 21144

RECORD FEE 12.00
POSTAGE .50
#01586 C345 R01 T11:51
JUL 30 85

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).
1985 Liberty Homes, "Supra" G47003 Mobile Home
70 X 14, Serial #08-L-56399
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

Patricia Penkala
PATRICIA PENKALA
William J. Penkala
WILLIAM J. PENKALA

THE SAVINGS BANK OF BALTIMORE
BY _____

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, INC., which has been assigned to The Savings Bank of Baltimore.

PCS 0847

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RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1985 JUL 30 PM 12:03
E. AUBREY COLLISON
CLERK

12.00
8.50

FINANCING STATEMENT

Not Subject to Recordation Tax

<u>Name of Debtor</u>	<u>Mailing Address</u>
Charles P. & Mary E. Burley	2110 Edwin Lane Crownsville, MD 21032

AA
RECORD FEE 12.00
POSTAGE .50
#01587 C345 R01 T11:51
JUL 30 85

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE (Assignee)	Address: BALTIMORE AND CHARLES STREETS BALTIMORE, MARYLAND 21203
---	---

- This financing Statement covers the following types (or items) of property (the collateral).
New 1985 Imperial Serial #85849 Model is a Sovereign 1801, 56 x 28
- Proceeds and products of the collateral are also specifically covered.
- Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

X Charles P. Burley
CJAR:ES 1/2? BURLEY

X Mary E. Burley
MARY E. BURLEY

THE SAVINGS BANK OF BALTIMORE

BY _____

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes, Inc. _____, which has been assigned to The Savings Bank of Baltimore.

PCS 0847

mp
RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1985 JUL 30 PM 12:03

E. AUBREY COLLISON
CLERK

12.00

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Louis K. Stetka
Deidre Stetka

490 Patuxent Road #8
Odenton, Maryland 21113

RECORD FEE 12.00
POSTAGE .50
#01588 C345 R01 711:53
JUL 30 85

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).
New 1984 Imperial Homes, Regal Mobile Home R-409
70 X 14, Br/Cream Serial # 84098
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

Louis Stetka
LOUIS STETKA
Deidre Stetka
DEIDRE STETKA

THE SAVINGS BANK OF BALTIMORE

BY _____

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, INC., which has been assigned to The Savings Bank of Baltimore.

PCS 0847

MP
RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY
1985 JUL 30 PM 12:03
E. AUBREY COLLISON
CLERK

132

257729

487-105 427

FINANCING STATEMENT

Not Subject to Recordation Tax

<u>Name of Debtor</u>	<u>Mailing Address</u>
Charles F. Yowell Sr.	Severn Mobile Home Park
Charles F. Yowell Jr.	Lot# 102
Linda O. Yowell	Severn, Md. 21144

RECORD FEE 13.00
 POSTAGE .50
 (N01589 C345 R01 T11:53
 JUL 30 85

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE (Assignee) Address: BALTIMORE AND CHARLES STREETS BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).
 1985 Commodore 70x14 21 3 Bedroom
 SERIAL #AJ21528A
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

✓ Charles F. Yowell
 CHARLES F. YOWELL, SR.
XX Charles Yowell Jr.
 CHARLES F. YOWELL, JR.
XXX Linda O. Yowell
 LINDA O. YOWELL

THE SAVINGS BANK OF BALTIMORE

BY _____

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and J&M Homes Inc., which has been assigned to The Savings Bank of Baltimore.

1300

MP
 RECEIVED FOR RECORD
 CIRCUIT COURT, BALTIMORE COUNTY
 1985 JUL 30 PM 12:03
 E. AUBREY COLLISON
 CLERK

LIBER - 487 PAGE 498

STATEMENT OF TERMINATION OF FINANCING
(Pursuant of Uniform Commercial Code)

July 16, 19 85

The UNDERSIGNED being the Secured Party named in the Financing Statement hereafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated.

Description of Financing Statement hereby terminated:

File No. 238484 Liber 439 Page28 Dated June 22, 1981

in the Office of Anne Arundel County, Maryland
(County/City and State)

DEBTOR OF DEBTORS (name and address):

NAME Franklin R. Ruliffson

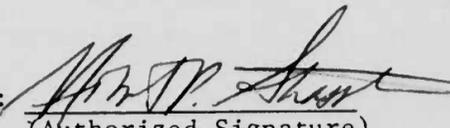
ADDRESS 32 City Gate Lane

Annapolis MD 21401

RECORD FEE 10.00
POSTAGE .50
#01689 C040 R01 T09:48
JUL 31 85

The said Filing Office, or presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

NAVY FEDERAL CREDIT UNION
Secured Party

By: 
(Authorized Signature)
Robert P. Strassheim

ASSISTANT TREASURER
(Title)

RECEIVED FOR RECORDING
1985 JUL 31 AM 10:28
E. AUBREY COLLISON
CLERK

10-00
05-01
50

- () Land Records
- () Financing Statements Records
- () SDAT

Not subject to recordation tax:
Principal Amount is \$800,000.00

The appropriate amount of documentary stamps have been paid and evidence is affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security in the same loan.

FINANCING STATEMENT

1. Debtor:
COLONIAL REALTY COMPANY

Address:
c/o Mr. Edgar Legum
2331 Old Court Road
Apartment 300
Baltimore, Maryland 21208

2. Secured Parties:
MONUMENTAL LIFE INSURANCE COMPANY

Address of all Secured Parties:

LARRY G. BROWN,
Trustee

c/o Richard J. Kypta
Monumental Corporation
1111 North Charles Street
Baltimore, Maryland 21201

RICHARD J. KYPTA,
Trustee

RECORD FEE 1.50
POSTAGE .50
#01772 C345 R01 T12:17
JUL 31 85

3. This Financing Statement covers

(a) All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor (specifically excluding any property or equipment owned by tenants or service contractors located at said land), including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning,

MP
RECORDED
ANNE ARUNDEL COUNTY
1985 JUL 31 PM 1:00
E. AUBREY COLLISON
CLERK

1985
JUL
31

fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, service contracts, utility contracts, options, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the said land and collateral and its development, occupancy and use.

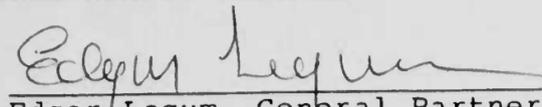
4. The aforesaid items are included as security in an Amended Restated and Consolidated Deed of Trust given by Debtor to Larry G. Brown and Richard J. Kypta, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to Monumental Life Insurance Company.
5. Proceeds of collateral are also covered.
6. The land consists of approximately 3.67 acres located at 7247 National Drive, Anne Arundel County, Maryland and is more particularly described in the Deed of Trust referred to above.

Debtor:

COLONIAL REALTY COMPANY

July 23, 1985

By:


Edgar Legum, General Partner

By:


S. Budd Weiner, General Partner

LIBER -487 PAGE 501

To the Filing Officer: After this statement has been recorded,
please mail the same to: John P. Machen, 1100 Charles Center
South, 36 South Charles Street, Baltimore, Maryland 21201.

RECEIVED
FEDERAL BUREAU OF INVESTIGATION
U. S. DEPARTMENT OF JUSTICE
WASHINGTON, D. C. 20535
MAY 22 1985

257731

LIBER - 487 PAGE 502

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:
(1) Debtor(s) (Last Name First) and Address(es): Claude W. Stripling Theresa E. Striping 21 Sumac Road Glen Burnie, Maryland 21061	(2) Secured Party(ies) (Name(s) And Address(es): State National Bank of Maryland 11616 Rockville Pike Rockville, Maryland 20852	RECORD FEE 12.00 POSTAGE .50 #01784 C345 R01 T12:43 JUL 31 95
(3) (a) <input checked="" type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). <small>If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).</small>	(4) Assignee(s) of Secured Party, Address(es):	

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.
All items in Exhibit "B" which are located on property described in Exhibit "A".
See attachment

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) Claude W. Stripling Secured Party(ies) [or Assignees]

(By) _____
Standard Form Approved by N.C. Sec. of State and other states shown above.

(By) _____
Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy --- Numerical

UCC-1

MP

12w
50

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JUL 31 PM 1:01

E. AUBREY COLLISON
CLERK

Form FmHA-MD. 441-3
(Rev. 3-11-80)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
FINANCING STATEMENT

TO BE RECORDED: in the Land Records, in the Financing Records
This statement is presented to a filing officer for filing pursuant to the Maryland Uniform Commercial Code.
Please return original statement to Secured Party at its address shown below.

DEBTOR(S)	SECURED PARTY	For Filing Officer
George Brady <i>(Name)</i>	UNITED STATES OF AMERICA acting through FARMERS HOME ADMINISTRATION P.O. Box 489 <i>(Address)</i> Prince Frederick, Md. 20678	
Agnes W. Brady <i>(Name)</i>		
5963 Franklin Gibson <i>(Address)</i> Traceys Landing, Md. 20869		

RECORD FEE 12.00
POSTAGE .50
#01924 C040 R01 T15:19
JUL 31 85

- This Financing Statement covers the following types of collateral:
 - Crops, livestock, other farm products, farm and other equipment, supplies and inventory.
 - Tobacco
- Crops covered by 1(a) above are growing or are to be grown on (and goods which are or are to become fixtures, if fixtures are covered in 1(b) above, are or are to be affixed to) the following premises in Maryland:

Farm(s) or Other Real Estate Reputedly Owned By	Approximate No. of Acres	In County of	Direction and Distance From a Named Town or Other Description
Doris F. Hoover(1862/522)		Anne Arundel	Franklin Gibson Rd. Off Rt. 258

3. Proceeds and products of the collateral are also covered, but disposition of the collateral is not hereby authorized.
4. The items secured by this transaction are not subject to the recordation tax as imposed by Article 81, Sections 277 and 278, of the Annotated Code of Maryland, 1962 Suppl., as amended.

George Brady
(Signature of Debtor)
Type name: George Brady

Agnes Brady
(Signature of Debtor)
Type name: Agnes W. Brady

Witness: Brothy F. Bowen
Type name: Brothy F. Bowen

Witness: Laura S. Trott
Type name: Laura S. Trott

By Gloria D. Occhipinti
Type name: Gloria D. Occhipinti
Title Acting County Supervisor
Farmers Home Administration

RECEIVED RECORDS
CIRCUIT COURT, BALTIMORE COUNTY
1985 JUL 31 PM 3:27
MR. AUDREY COLLISON
CLERK

12.00
\$

To be recorded in the Financing Statement Records of Anne Arundel County, the Land Records of Anne Arundel County and Among the Financing Statement Records of the State Department of Assessments and Taxation.

1150

LIBER - 487 PAGE 504

257711

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ _____

FINANCING STATEMENT

JOHN W. STEFFEY

1. Debtor(s):

Name or Names—Print or Type
30 Maryland Avenue Annapolis MD 21401
Address—Street No., City - County State Zip Code

Name or Names—Print or Type
Address—Street No., City - County State Zip Code

2. Secured Party:

CITICORP FINANCIAL, INC.
Name or Names—Print or Type
7720 York Road Towson, Balto. County, MD 21204
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Debtor grants a secured party interest in all property described in attached Schedule A, which is made a part hereof.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

(Signature of Debtor)

JOHN W. STEFFEY
Type or Print

(Signature of Debtor)

Type or Print

CITICORP FINANCIAL, INC.
(Company, if applicable)

(Signature of Secured Party)

Malcolm L. Jacobsen Vice Pres. Dated: 6/28/85
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address R. Samuel Jett, Jr., Esq. 7801 York Rd., Suite 224, Towson, MD 21204

Lucas Bros. Form F-1

FILED

1985 AUG -5 AM 8:51

mls
11.00
50

SCHEDULE A

Dated: June, 1985

(1) All of Debtor's chattels, equipment, machinery, vehicles, equipment, inventory, and accessories and any replacements thereof, and all goods, merchandise, raw materials, goods, work in process, finished goods, and other tangible personal property now owned or hereafter acquired and held for sale, lease or furnished or to be furnished under leases or contracts of service, together with assignment of leases, and any proceeds including, without limitation, the proceeds of any policy insuring any of the foregoing and any tax refunds;

(2) All accounts, contracts, contract rights, notes, bills, drafts, acceptances, general intangibles, choses in action, and all other debts, obligations and liabilities in whatever form, owing to Debtor from those entities who have entered into sales and/or lease agreements with Debtor, which lease agreements are made a part hereof, for goods sold by it or for services rendered by it, or however otherwise same may have been established or created, all guarantees and securities therefor, all right, title and interest of Debtor in the merchandise or services which gave rise thereto, including the rights of reclamation and stoppage in transit, all rights of an unpaid seller of merchandise or services;

(3) All returned merchandise, contract rights, instruments, documents, chattel paper, leases and lease payments, whether now existing or hereafter arising, all of the proceeds of all of the foregoing and all books, records, and other evidences of the foregoing and any equipment containing such evidences;

(4) All of Debtor's right, title and interest in the Joint Venture, known as Town Center Building Joint Venture including but not limited to all right, title and interest in the real estate and improvements known as 2510 Riva Road, Annapolis, Maryland 21401.

34:32-4385.05
tmh

Mail to R. Samuel Jett

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.....	_____
Date &	_____
Hour.....	_____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any) JULY 30, 1990

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
CHESAPEAKE ASSOCIATES, a Georgia joint venture		6201 Powers Ferry Road, Suite 500 Atlanta, Georgia		30339

Name of Secured Party or assignee Homestead Savings, a Federal Savings and Loan Association	No.	Street	City	State
		1777 Murchison Drive	Burlingame	California 94010

This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

(See Schedule 1 attached hereto and made a part hereof by this reference)

RETURN TO:

(If affixed to realty—state value of each article)

RECORD FEE 34.00
 POSTAGE .50
 #01826 C040 R01 T15:31
 - JUL 31 85

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner).....
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.....
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
 The underlying secured transaction (s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. ~~If subject, the principal amount of the debt is.....~~

Debtor(s) or assignor(s)
 (See signatures in Schedule 1) _____ (Seal)
 _____ (Corporate, Trade or Firm Name)
Jerry Lee Ampaugh
 Jerry Lee Ampaugh
 Senior Vice President
 Homestead Savings

 Signature of Secured Party or Assignee

 (Owner, Partner or Officer and Title)
 (Signatures must be in ink)

RECEIVED FOR RECORD
 CIRCUIT COURT, A.S. COUNTY
 1985 JUL 31 PM 3:40
 E. AUBREY COLLISON
 CLERK

Handwritten initials and signature

SCHEDULE 1

DESCRIPTION OF PROPERTY

All of the following described property, whether now or hereafter existing, and in which the Debtor now has or hereafter obtains any right, title, estate or interest:

A. All goods located on the real property described below which are used, or intended to be used, in the operation or occupancy of that real property or in any construction on that real property but which are not themselves a part of that real property, including but not limited to all appliances, furniture and furnishings, building service equipment, and building materials, supplies and equipment (except that fixtures commonly referred to as "Trade Fixtures" shall not be included).

B. All general intangibles relating to the real property or the operation, development or use thereof, including but not limited to all governmental permits relating to construction on that real property, all names under or by which that real property or any improvements on that real property may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to that real property.

C. All reserves, deferred payments, deposits, refunds, cost savings and payments of any kind relating to the construction of any improvements on that real property.

D. All water stock relating to that real property, all shares of stock or other evidence of ownership of any part of that real property that is owned by the Debtor in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of that real property.

E. All proceeds and claims arising on account of any damage to or taking of that real property or any improvements thereon or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of that real property or any improvements.

F. All plans and specifications for construction of improvements on that real property and all studies, data and drawings related thereto; and also all contracts and agreements of the Debtor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings or to the construction of improvements on that real property.

G. All heating, lighting, laundry, incinerating, gas, electric and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning apparatus, elevators and escalators and related machinery and equipment, shades, awnings, blinds, curtains, drapes, attached floor coverings, including rugs and carpeting, television, radio and music cable antennae and systems, screens, storm doors and windows, stoves, refrigerators, dishwashers and other installed appliances, office furniture and supplies, tables, recreational equipment and furniture, books, attached cabinets, partitions, ducts and compressors, and trees, plants and other items of landscaping located on that real property.

The filing of this financing statement shall not be construed to derogate from or impair the lien or provisions of the Mortgage from Debtor to Secured Party encumbering that real property with respect to any property described therein which is real property or which the parties have agreed to treat as real property. The hereby stated intention of the Debtor and Secured Party is that everything used in connection with the production of income from that real property or adapted for use therein is, and at all times and for all purposes and in all proceedings both legal or equitable shall be regarded as, real property and part of the real property encumbered by such Mortgage, irrespective of whether or not the same is physically attached to the improvements thereon. Similarly, nothing in this financing statement shall be construed to alter any of the rights of Secured Party as determined by the Mortgage or the priority of the Secured Party's lien created thereby, and this financing statement is declared to be for the protection of Secured Party in the event any court shall at any time hold that notice of Secured Party's priority of interest in any property or interests described in the Mortgage must, in order to be effective against a particular class of persons, including but not limited to the Federal Government and any subdivisions or entity of the Federal Government, be filed in the Commercial Code records.

The real property referred to above is located in Anne Arundel County, State of Maryland, and is specifically described as follows, including all appurtenances and all buildings, structures, improvements and fixtures now or hereafter located on such real property. (See Exhibit A attached hereto and made a part hereof by reference.)

Financing Statement

Schedule 1: Signature of Debtor

Dated: July 30, 1985

DEBTOR:

CHESAPEAKE ASSOCIATES, a
Georgia Joint Venture

By: Joseph H. Harman, II
Joseph H. Harman, II
Chesapeake Associates Joint Venturer

By: JAMESTOWN PROPERTIES, LTD., a
Georgia Limited Partnership
Chesapeake Associates Joint Venturer

By: Frank J. Callaway, II
Frank Callaway, II, General Partner of
Jamestown Properties, Ltd.

By: H & B CHESAPEAKE, LTD., a
Georgia Limited Partnership
Chesapeake Associates Joint Venturer

By: Joseph H. Harman, II
Joseph H. Harman, II, General Partner
of H & B CHESAPEAKE, LTD.,

EXHIBIT "A"

LIBER - 487 PAGE 510

All of that land lying and being in the Fifth Assessment District, Anne Arundel County, Maryland and being more particularly described as follows:

PARCEL 1

BEGINNING for the same at a pipe set where the south side of Burwood Avenue intersects the east side of Third Street as shown on Section 5 of Glenmore recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 24, Page 18; said pipe being at the same beginning point as described in Parcel One of the conveyance from Lois P. Johnson, widow, et al., to Governor Ritchie Theatre, Inc., by deed dated June 9, 1970 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2355, Page 552;

THENCE running from said beginning point so fixed and with the south side of Burwood Avenue (40 feet wide), North $86^{\circ} 18' 54''$ East, 146.14 feet to a pipe found; at the northwesternmost corner of a conveyance from E.M. Loew to Hechinger Company by deed dated 8/29/78 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3120, Page 347;

THENCE leaving said Burwood Road and running with said conveyance South $01^{\circ} 57' 39''$ West, 238.10 feet to a point in the line of division between said E.M. Loew and Hechinger Company;

THENCE departing said line of division and binding reversely with the northernmost line of Parcel 2, described herein, North $88^{\circ} 02' 21''$ West 145.43 feet to an iron pipe set in the eastern line of the aforesaid Third Street

THENCE binding with said eastern line North $01^{\circ} 57' 39''$ East 223.72 feet to the place and point of beginning.

CONTAINING 0.77092 Acres of land, more or less, as now described by Dewberry and Davis, Registered Professional Land Surveyors in July 1985

PARCEL 2

BEGINNING for the same at an iron pipe set in the easterly line of Third Street as shown on Section 5 of Glenmore recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 24, Page 18; said pipe being distant South $01^{\circ} 57' 39''$ West 223.72 feet from that same point of beginning as described in Parcel 1 above, and Parcel One of the conveyance from Lois P. Johnson, widow, et al., to Governor Ritchie Theater, Inc., by deed dated June 9, 1970 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2355, Page 552;

Continued on Page 2

THENCE departing said beginning point so fixed and binding on the westernmost line of Parcel 1, described above, South $88^{\circ} 02' 21''$ East 145.43 feet to a point in the line of division between E.M. Loew and Hechinger Company;

THENCE with said line of division in part South $01^{\circ} 57' 39''$ West 100.43 feet to a pipe set at the southwest corner of the conveyance to Hechinger;

THENCE running with the south line of said conveyance and the south line of a conveyance from William Johnson, et al., to Hechinger Company South $88^{\circ} 02' 21''$ East, 865.89 feet to a pipe found on the west side of the Governor Ritchie Highway;

THENCE with the west side of the Governor Ritchie Highway South $01^{\circ} 52' 05''$ West, 399.45 feet to a pipe set at the northeast corner of the parcel of ground occupied by Good Year Stores, said parcel of ground being depicted on a subdivision plat recorded among the Land Records of Anne Arundel County, Maryland in Liber 2350, Page 486;

THENCE leaving the Ritchie Highway and running with the lines of said lot South $78^{\circ} 12' 15''$ West 124.52 feet to an iron bar set;

THENCE South $69^{\circ} 33' 15''$ West 101.72 feet to a pipe set;

THENCE South $01^{\circ} 57' 39''$ West 131.65 feet to a pipe set;

THENCE South $88^{\circ} 02' 54''$ East, 215.01 feet to a nail set in the curb line of the Ritchie Highway;

THENCE running with the west right of way line of the Governor Ritchie Highway South $01^{\circ} 57' 15''$ West, 16.55 feet to a pipe set; said pipe being in the 6th or South $80^{\circ} 25'$ East, 150 foot line of the conveyance from E. Cornelia Watson and Paul Watson, her husband, et al., to Elias M. Loew, by deed dated August 6, 1962 and recorded among the Land Records in Book 1595, Page 130;

THENCE leaving the Governor Ritchie Highway and running with part of the above last mentioned line, reversely, with bearings, corrected to Anne Arundel County, Grid North, North $88^{\circ} 02' 45''$ West, 140.00 feet to a pipe set at the beginning of said 6th line;

THENCE still with the outlines of said last mentioned conveyance from Watson, et al., to Loew, South $01^{\circ} 57' 15''$ West, 190 feet to a P.K. nail set in the pave on the north side and at the east end of a 20 foot alley, as shown on plat 2 of Glenmore, recorded among the Plat Records of Anne Arundel County in Plat Book 19, Page 15;

THENCE running with the north side of said 20 foot alley and with the 4th line of the above last mentioned conveyance from Watson, et al., to Loew (Liber 1595, Page 130) and also with the 6th or North $80^{\circ} 25'$ West, 830 foot line of Parcel Three, as described in the above mentioned conveyance from Lois P. Johnson, et al., to Governor Ritchie Theatre, Inc., (Liber 2355, Page 552) North $88^{\circ} 02' 45''$ West, 880 feet to a pipe found at the end of said 6th line;

LIBER - 487 PAGE 512

THENCE leaving said 20 foot alley and still with the outlines of said Parcel Three, as described in Liber 2355, Page 552, North $01^{\circ} 57' 15''$ East, 130 feet to a pipe found on the south side of Shipley Avenue, as shown on Section Three of Glenmore, recorded among the Plat Records of Anne Arundel County in Plat Book 22, Page 35;

THENCE with the south side of Shipley Avenue, South $88^{\circ} 02' 21''$ East, 30 feet to a pipe found at the easternmost end of said Shipley Avenue; said pipe also being the same beginning point as described in Plat Three of the above mentioned conveyance from Johnson, et al., to Governor Ritchie Theatre, Inc., (Liber 2355, Page 552); said pipe also being in the 4th line of the above mentioned conveyance from J. Purnell Johnson, et al., to Lawrence Iasky (J.H.H. 193, Page 439);

THENCE running with part of said 4th line and running along the easternmost end of Shipley Avenue North $01^{\circ} 57' 39''$ East, 50 feet to a pipe found; said pipe being at the end of the second line of Part 2 of the above mentioned conveyance from Lois P. Johnson, et al., to Governor Ritchie Theatre, Inc., (Liber 2355, Page 552);

THENCE running with said second line reversely, and with the north side of Shipley Avenue, North $88^{\circ} 02' 21''$ West, 22 feet to a pipe found where the north side of Shipley Avenue intersects the east side of Third Street (50 feet wide), as shown on Section 4 of Glenmore, and recorded among the Plat Records of Anne Arundel County, in Plat Book 23, Page 2;

THENCE running with the east side of Third Street and with the first line of Part Two, as described in said conveyance from Johnson, et al., to Governor Ritchie Theatre, Inc., (Liber 2355, Page 552) and with the first line of the conveyance from E. Cornelia Watson and Paul Watson, her husband, et al., to Governor Ritchie Theatre, Inc., by deed dated September 6, 1961 and recorded among said Land Records in Book 1522, Page 83, North $01^{\circ} 57' 39''$ East, 726.55 feet to the place of beginning;

CONTAINING 17.60616 acres, more or less, as surveyed by Dewberry & Davis, Registered Professional Engineers and Land Surveyors, July 1985.

CONTAINING in all a net total of 18.37708 Acres of land, more or less, as described herein.

Mailed to: Chicago Title Ins Co.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 67 Page No. 523
Identification No. 43721 Dated July 26, 1966

1. Debtor(s) { VAN SCOY, Earl J. and Norma Y., his wife
Name or Names—Print or Type
749 Panther Court, Stratford, Anne Arundel County, Maryland
Address—Street No., City - County State Zip Code
2. Secured Party { Metropolitan Life Insurance Company c/o Wye Mortgage corporation
Name or Names—Print or Type
7801 York Road Baltimore, Maryland 21204
Address—Street No., City - County State Zip Code
3. Maturity Date (if any) July 1, 1991
4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50
#01973 CM5 R01 T14:30
AUG 1 85

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)

1985 AUG - 1 PM 2:39
D. E. CLERK

METROPOLITAN LIFE INSURANCE COMPANY

WITNESS our hands and seals this 26th day of June 19 85

WITNESS:
Selda M. Benny
Selda M. Benny

BY: WYE MORTGAGE CORPORATION
Nancy L. Shauck
Nancy L. Shauck, Vice President
Richard N. Schmertzler
Richard N. Schmertzler, Vice President

As its "Attorneys in Fact" (Power of Attorney recorded in Anne Arundel County Liber 3380, Folio 606.)

10.00
85

Mailed to: Frame Hall & Duwall.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 482 Page No. 70
Identification No. 255389 Dated Jan. 28, 1985

- 1. Debtor(s) } Brown Maryland Motor, Inc. T/A Brown's Toyota City
Name or Names—Print or Type
7167 North Ritchie Highway Glen Burnie, Maryland 21061
Address—Street No., City - County State Zip Code
- 2. Secured Party } First National Bank of Maryland
Name or Names—Print or Type
83 Forest Plaza Annapolis, Maryland 21401
Address—Street No., City - County State Zip Code
- 3. Maturity Date (if any) _____
- 4. Check Applicable Statement:



1985 AUG -1 PM 3:53

E. W. COLLISON
CLERK

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Amendment

Recordation tax in the amount of \$238.00 to Circuit Court for Anne Arundel County.
Filing fee in the amount of \$11.00 to Circuit Court for Anne Arundel County.

RECORD FEE 10.00
RECORD TAX 238.00
POSTAGE .50
497307 (075) R02 115:42
AUG 1 85

Dated: June 14, 1985 FIRST NATIONAL BANK OF MARYLAND
Name of Secured Party
Richard C. Nettles
Signature of Secured Party
Richard C. NETTLES Vice Pres.
Type or Print (Include Title if Company)

FNB 1216 (1-80)

10.00
238.00
50
1000
to

Mailed to: Secured Party

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 482

Page No. 338

Identification No. 255537

Dated February 7, 1985

1. Debtor(s) Hammond and Heim Chartered
Name or Names—Print or Type
2713 Ogleton Road Annapolis, Maryland 21403
Address—Street No., City - County State Zip Code

2. Secured Party First National Bank of Maryland
Name or Names—Print or Type
83 Forest Plaza Annapolis Maryland 21401
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00
RECORD TAX 336.00
POSTAGE .50
497317 0055 MAR 11:43
AUG 1 85

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Amendment</p>

Recordation tax in the amount of \$336.00 to Circuit Court for Anne Arundel County. Additional filing fee in the amount of \$10.50 to Circuit Court for Anne Arundel County.

Dated: June 14, 1985

First National Bank of Maryland
Name of Secured Party

Richard C. Nettles
Signature of Secured Party

Richard C. Nettles, Vice President
Type or Print (Include Title if Company)

FNB 1216 NS

10.00
336.00
50

Mailed to: Secured Party

10/20

1985 AUG - 1 PM 3:53
AUDREY COLLISON
CLERK

D. E. CLERK

257717

[TO BE RECORDED AMONG THE CHATTEL RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND]

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor: Simon Spearman Lancaster, III and Doris Grace Lancaster

Address: 1188 Bacon Ridge Road
Crownsville, Maryland 21032
Attention: Simon Spearman Lancaster, III

RECORD FEE 26.00
#02048 0345 AM 11:15
AUG 2 85

2. Secured Party: Anne Arundel County, Maryland

Address: Arundel Center
44 Calvert Street
Annapolis, Maryland 21404
Attention: Director of Administration

3. Assignee: State National Bank of Maryland

Address: 11616 Rockville Pike
Rockville, Maryland 20852
Attention: Kenneth R. Frappier, Senior Vice President

4. This Financing Statement covers the property described in Exhibit A attached hereto and herein incorporated.

5. The proceeds and products of the property described in Paragraph 4. above are covered by this Financing Statement.

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 AUG -2 AM 11:25

E. AUDREY COLLISON
CLERK

26.00
82

mlaf

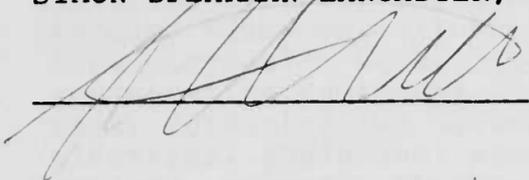
6. Portions of the property described in Exhibit A are or may be fixtures and are located at, or may be affixed to, real estate and improvements described in Exhibit B attached hereto and herein incorporated.

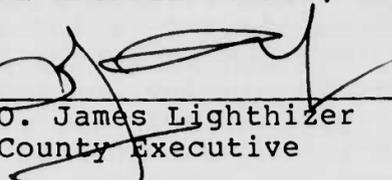
The Secured Party has made the assignment to the Assignee hereunder pursuant to Resolution No. 31-85 of the County Council of Anne Arundel County, Maryland, approved by the County Executive on May 2, 1985, to secure payment of the principal of and interest on the Secured Party's \$750,000 Anne Arundel County, Maryland Economic Development Revenue Bond (Spear Lancaster Facility), 1985 Series, which bond does not constitute an indebtedness or charge against the general credit and taxing powers of the Secured Party, and does not constitute or give rise to any pecuniary liability of the Secured Party.

Debtor:

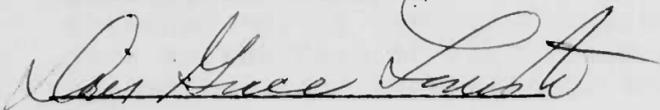
Secured Party:

SIMON SPEARMAN LANCASTER, III ANNE ARUNDEL COUNTY, MARYLAND



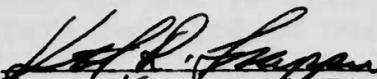
By:  (SEAL)
O. James Lighthizer
County Executive

DORIS GRACE LANCASTER



Assignee:

STATE NATIONAL BANK OF MARYLAND

By:  (SEAL)
Name: KENNETH R. FRAPPIER
Title: SENIOR VICE PRESIDENT

Mr. Clerk:

Please Return to:

Edward J. O'Connell, Esquire
Dow, Lohnes & Albertson
5th Floor
1255 Twenty-Third Street, N.W.
Washington, D.C. 20037

EXHIBIT A TO THREE-PARTY FINANCING STATEMENT

(a) The interest of the Debtor in any and all fixtures, fittings, materials, appliances, apparatus, equipment, machinery, furniture and furnishings, decorations, chattels, and articles of personal property of every kind, nature, and description, including, but not limited to, replacements thereof, now or hereafter attached to or installed or located in the premises subject to the Deed of Trust and Security Agreement by the Debtor dated August 1, 1985 (hereinafter called the "Deed of Trust"), which premises are described in detail on Exhibit B hereto, (said premises are hereinafter called the "Premises"), or which the Debtor now or hereafter owns or now or hereafter uses in connection with said Premises, as improved or to be improved, and, without limiting the generality of the foregoing, also all building materials, floor coverings, lighting, flood lighting, heating, ventilating, air conditioning, plumbing fixtures and equipment and systems, water and power systems and equipment, burglar alarms and security systems, engines, boilers, motors, machinery, ranges, furnaces, oil burners or units, sprinkling and other fire prevention or extinguishing apparatus and equipment, incinerating equipment and systems and maintenance equipment, communication systems, dynamos, transformers, gas and electrical equipment, storm and screen windows and doors, awnings, screens, shrubbery, plants, shades, and storm sashes, and other similar property located on, installed in, attached to, or used in connection with, the Premises subject to the Deed of Trust, and all alterations, additions, accessions, and improvements thereto.

Unless specifically designated otherwise, the Premises and all other items and property described in the preceding paragraph, together with all alterations, additions, accessions and improvements thereto, substitutions therefore and renewals and replacements thereof, shall be herein referred to collectively as the "Property."

(b) The interest of the Debtor in any and all rights of way, riparian rights, licenses, easements, tenements, hereditaments, appurtenances, and accessions now or hereafter attached to or located on the Premises subject to the Deed of Trust, which Premises are described in detail on Exhibit B hereto.

(c) The interest of the Debtor in any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds,

settlements, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Premises or any part thereof under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to or decrease in value of the Premises or any part thereof (all the foregoing being hereinafter sometimes referred to collectively as the "Condemnation Award," or singularly, a "Condemnation Award").

(d) The interest of the Debtor in any and all payments, proceeds, settlements, or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Premises or any portion thereof.

(e) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, income, and other benefits of the Property, or arising from the use or enjoyment of all or any portion thereof, or from any lease, franchise, contract right, right of action, general intangible or agreement pertaining thereto, and right, title and interest of the Debtor in and to, and any remedies under, any and all leases and subleases of the Premises, or any part thereof, both now in existence or hereafter entered into, and all contract rights, accounts receivable, and general intangibles growing out of or in connection with such lease and subleases, together with all proceeds thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

(f) The interest of the Debtor in all sums on deposit from time to time in the "Project Fund" as that term is defined in that certain Loan and Security Agreement made by and between the Secured Party and the Debtor, dated as of August 1, 1985.

EXHIBIT B TO THREE-PARTY FINANCING STATEMENT

All that parcel of ground, situate, lying and being in the Second Election District of Anne Arundel County, Maryland and more particularly described as follows:

BEGINNING for the same in the northwest section of the cul-de-sac on Espey Court as shown on a minor subdivision of Lot 2 Priest Bridge Business Park recorded among the Land Records of Anne Arundel County, Maryland in Liber 3910, folio 515; thence from said point of beginning so fixed running with part of said cul-de-sac on a curve to the left having a radius of 55 feet for an arc length of 53.51 feet to a point; thence leaving said cul-de-sac South 83 degrees 01 minutes 34 seconds West, 9.12 feet to a point; thence North 41 degrees 13 minutes 48 seconds West, 65.00 feet to a point; thence South 70 degrees 01 minutes 40 seconds West, 380.85 feet to a point in the eastern right-of-way line of Patuxent River Road (30 foot right-of-way); thence leaving said Patuxent River Road North 45 degrees 27 minutes 45 seconds West, 155.10 feet to a point; thence leaving said Patuxent River Road North 70 degrees 01 minutes 40 seconds East, 450.00 feet; thence South 41 degrees 13 minutes 48 seconds East, 175.70 feet to the point of beginning. Containing 1.48 acres, more or less, according to a description prepared by McCrone, Inc., Registered Professional Engineers and Land Surveyors in July, 1985 without benefit of a field survey.

BEING Lot 2B as shown on the minor subdivision Plat of Priest Bridge Business Park recorded among the Land Records of Anne Arundel County in Liber E.A.C. 3910, folio 515.

BEING part of the property conveyed unto Francis E. Gardiner, Sr. and Francis E. Gardiner, Jr. by DRG Financial Corporation by deed dated September 30, 1976 and recorded among the Land Records of Anne Arundel County in Liber 2895, folio 72. The said property having been subjected to and incorporated in the Limited Partnership Agreement of Gardiner and Gardiner Business Park Limited Partnership.

BEING the property conveyed unto Simon Spearman Lancaster, III and Doris Grace Lancaster by Gardiner and Gardiner Business Park Limited Partnership by deed of even date herewith, which deed is intended to be recorded immediately prior hereto.

SAVING AND EXCEPTING out of the above described 1.48 acre, more or less, parcel known as Lot 2B, a storm drainage easement, which is to be conveyed to Anne Arundel County, whose centerline is more particularly described as follows:

BEGINNING for the same at a point in the South 41 degrees 13 minutes 48 seconds East, 175.70 foot line of the aforementioned Lot 2B. Said point of beginning being further located reversely, 36 feet, more or less, from the end of said line; thence leaving said 175.70 foot line and running with the centerline of said easement and through said 1.48 acre, more or less, parcel (Lot 2B) South 48 degrees 46 minutes 12 seconds West 57 feet, more or less, to a point; thence running North 19 degrees 58 minutes 20 seconds, West, 150 feet, more or less, to a point which marks the beginning of said 175.70 foot line and the end of the North 70 degrees 01 minutes 40 seconds East, 450.00 foot line of said Lot 2B; thence running with part of said 450.00 foot line and still with the centerline of the herein described easement reversely South 70 degrees 01 minutes 40 seconds West, 135 feet, more or less, to the end.

Mailed to: Townsend & Kuhl

[TO BE RECORDED AMONG THE
CHattel RECORDS OF ANNE
ARUNDEL COUNTY, MARYLAND]

NOT SUBJECT TO
RECORDATION TAX

FINANCING STATEMENT

1. Debtor: Anne Arundel County, Maryland

Address: 44 Calvert Street
Arundel Center
Annapolis, Maryland 21404
Attention: Director of Administration

2. Secured Party: State National Bank of Maryland

Address: 11616 Rockville Pike
Rockville, Maryland 20852
Attention: Kenneth R. Frappier, Senior Vice
President

RECORD FEE 17.00
POSTAGE 50
#02049 C345 R01 111:15
AUG 2 85

- 3. This Financing Statement covers the assignment by the Debtor to the Secured Party of the property listed on Exhibit A attached hereto and herein incorporated.
- 4. The proceeds and products of the property described in Paragraph 3. above are covered by this Financing Statement.

The Debtor has made the assignment of the above mentioned collateral pursuant to Resolution No. 31-85 of the County Council of Anne Arundel County, Maryland, approved by the County Executive on May 2, 1985, to secure payment of the principal of, and interest on, the Debtor's \$750,000 Anne Arundel County, Maryland Economic Development Revenue Bonds (Spear Lancaster Facility), 1985 Series, which bond does not constitute an indebtedness or charge against the general credit and taxing powers of the Debtor, and does not constitute or give rise to any pecuniary liability of the Debtor.

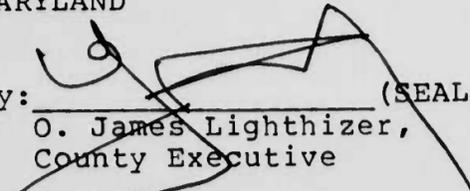
ANNE ARUNDEL COUNTY
1985 AUG -2 AM 11:25
E. AUDREY COLLISON
CLERK

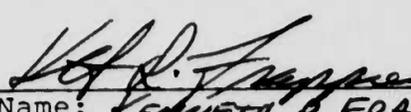
Debtor:

Secured Party:

ANNE ARUNDEL COUNTY,
MARYLAND

STATE NATIONAL BANK OF MARYLAND

By:  (SEAL)
O. James Lighthizer,
County Executive

By:  (SEAL)
Name: KENNETH R. FRAPPIER
Title: SENIOR VICE PRESIDENT

mly
17.00
50

To The Filing Officer: After this statement has been recorded, please mail the same to:

Edward J. O'Connell, Esquire
Dow, Lohnes & Albertson
5th Floor
1255 Twenty-third Street, N.W.
Washington, D.C. 20037

EXHIBIT A

(a) All of the Debtor's right, title, and interest in and to, and remedies under, including, but not limited to, all moneys payable by the Borrower to the Debtor pursuant to, that certain Loan and Security Agreement, dated as of August 1, 1985, between the Debtor and Simon Spearman Lancaster, III and Doris Grace Lancaster, individuals who are residents of the State of Maryland (hereinafter referred to, jointly and severally as the context may permit, as the "Borrower"), together with any and all modifications, alterations, amendments, and supplements thereto (hereinafter called the "Loan Agreement"), including, but not limited to, any and all security referred to therein, excepting only the right of the Debtor to indemnification by the Borrower and to payments to or for the account of the Debtor for expenses incurred by the Debtor itself.

(b) All of the Debtor's right, title, and interest in and to, and remedies under, including, but not limited to, all moneys payable by the Borrower to the Debtor pursuant to, that certain Note of the Debtor dated August 1, 1985 evidencing the loan made pursuant to the Loan Agreement (hereinafter called the "Note"), that certain Deed of Trust and Security Agreement, dated August 1, 1985 further securing the payment of the Note and the obligations under the Loan Agreement, and such other documents, including, but not limited to, mortgages, deeds of trust, guarantees, and security agreements securing or relating to the Loan or the bonds, and all other revenues of the Debtor attributable to the financing of a certain facility located at Priest Bridge Business Park, Crofton, in Anne Arundel County, Maryland (the "Facility"), including, but not limited to, any moneys realized from the sale of any security for the Loan evidenced or secured by the Loan Agreement; excluding, however, amounts paid by the Borrower to the Debtor, or for the account of the Debtor, to pay for, or reimburse the Debtor for, any expenses incurred by or on behalf of the Debtor in connection with the financing of the Facility, or for the purpose of indemnifying the Debtor under the terms and provisions of the Loan Agreement.

(c) All of the Debtor's right, title, and interest in all moneys on deposit in the "Project Fund," as that term is defined in the Loan Agreement.

(d) All of the Debtor's right, title, and interest in and to, and remedies with respect to, any and all other property of every description and nature from time to time hereafter by delivery or by writing of any kind conveyed, pledged, assigned, or transferred, as or for additional security hereunder, by the Debtor or by anyone or its behalf or with its written consent, to the Secured Party, which is hereby authorized to receive any and all such property, and at any and all times to hold and apply the same subject to the terms hereof.

Mailed to: Townsend & Kirk

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/69

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 252971 recorded in
Liber 475, Folio 447 on July 31, 1984 (Date).

1. DEBTOR(S):

Name(s) Performance Cruising, Inc.

Address(es) 4079 Cadle Creek Road, Mayo, Maryland 21404

2. SECURED PARTY:

Name Maryland National Bank

Address P.O. Box 871 Annapolis, Maryland 21404

Person and Address to whom Statement is to be returned if different from above.

RECORD FEE 10.00
POSTAGE .50
#02037 C345 R01 T10:54
AUG 2 85

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Partial release of 1984 Gemini Cruising Catamaran, Hull#
PCI 001350784.

D. E.
CLERK

1985 AUG - 2 PM 12:52
E. AUBREY COLLISON
CLERK

9. SIGNATURES.

SECURED PARTY

Maryland National Bank

By *Debra L. Pappas*

Branch Officer

(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

Mailed to: Secured Party

STATE OF MARYLAND

ANNE ARUNDEL COUNTY

LIBER - 487 PAGE 527

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 234245

RECORDED IN LIBER 429 FOLIO 111 ON 9-8-80 (DATE)

1. DEBTOR

Name HARTLEY MARINE SALES & SERVICE, INC.

Address 111 WEST CENTRAL AVE., EDGEWATER, MD 21032

2. SECURED PARTY

Name MERCREDIT CORPORATION

Address P.O. BOX 5518, 3074A WHITNEY AVENUE, HAMDEN, CT. 06518

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

1985 AUG - 2 PM 3:14
E. AUBREY COLLISON
CLERK

D. E. CLERK

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: TERMINATE
(Indicate whether amendment, termination, etc.)

PLEASE TERMINATE THE ABOVE REFERENCED FILING AS THE SECURITY INTEREST IS NO LONGER EFFECTIVE.

RECORD FEE 10.00
POSTAGE .50
AUG 2 85

HARTLEY MARINE SALES & SERVICE, INC. (PREVIOUS OWNERS)
NOW KNOWN AS HARTLEY MARINE, INC
WALTER BENNETT, PRESIDENT

Mailed to: Secured Party

Dated 7-31-85

BY: MERCREDIT CORPORATION
Christine Mears
(Signature of Secured Party)
Christine Mears

Type or Print Above Name on Above Line

FINANCING STATEMENT

257751

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX

- 1. Name of Debtor: LARRY E. MOSSMAN and
Address: MARY E. MOSSMAN, his wife
6 Butler's Landing Drive
Stevensville, Maryland 21666
- 2. Name of Secured Party: ADMIRAL-BUILDERS SAVINGS AND
Address: LOAN ASSOCIATION
1746-48 York Road
Ridgely Plaza Shopping Center
Lutherville, Maryland 21093
- 3. This Financing Statement covers the following types (or items) of property:

1. The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures of every kind and description, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever at any time located on the mortgaged premises hereinafter referred to or used in connection with the present or future operation of said premises, and now owned or hereafter acquired by Debtor, including but not limited to, all heating and lighting equipment, pipes, pumps, tanks, motors, conduits, refrigerators, plumbing, ventilating, air-cooling and air-conditioning apparatus, partitions, ducts and compressors whether now located or hereafter located or installed on the premises described in a certain Mortgage dated July 31, 1985 from Debtor to Admiral-Builders Savings and Loan Association, all property being located in the Second Assessment District of Anne Arundel County, State of Maryland, said property being known and designated as Lot Number 41, as shown on a Plat entitled, "Revised Plat III, Carriage Hills", said Plat being recorded among the Land Records of Anne Arundel County in Plat Book 74, folio 45, said lot is fronting on Carriage Hill Parkway and being 24,343 sq. feet, the improvements thereon to be known as No. 1081 Carriage Hill Parkway.

2. All accounts receivable in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

3. All contract rights in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

(x) (If proceeds of collateral are claimed). Proceeds of the collateral are also covered.

Debtor: Larry E. Mossman Secured Party: ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION
 Larry E. Mossman
Mary E. Mossman BY: William M. Levy
 Mary E. Mossman William M. Levy

1985 AUG - 2 PM 4:03
 E. AUGUST COLLISON
 CLERK
 ANNE ARUNDEL COUNTY

MORTGAGE FEE 12.00
 50
 407476 0040 102 115-56
 AUG 2 1985

KARL M. LEVY
 WILLIAM M. LEVY
 ATTORNEYS
 FIDELITY BUILDING
 210 N. CHARLES ST.
 BALTIMORE, MD. 21201

~~PLEASE RECORD IN THE FINANCING STATEMENT RECORDS AND WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION~~

Mailed to: _____

12.00

Levy

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): James Benjamin, M.D., P.A.
Address: 7310 Ritchie Highway, Ste 517
Glen Burnie MD 21061

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: 8701 Georgia Avenue
Silver Spring, Maryland 20910

REPLY TO: 5565 Sterrett Place
Suite 100 Clark Bldg
Columbia MD 21044

3. This Financing Statement covers the following types (or items) of property:

A first lien security interest under the Uniform Commercial Code of Maryland on accounts receivable and contract rights now in existence or hereafter created.

RECORD FEE 11.00
POSTAGE .50
#02110 C040 R01 T15:41
AUG 2 85

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

James Benjamin
Debtor(s): James Benjamin, M.D., P.A.

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: *M.E. Becker*
M.E. Becker, Asst Vice Pres
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

RECEIVED FOR RECORD
CIRCUIT COURT, BAL. COUNTY
1985 AUG -2 PM 4:12
E. AUBREY COLLISON
CLERK

Mailed to: Secured Party

11.00
SB

mlg

FINANCING STATEMENT

257753

State Department of Assessments & Taxation

TO BE } RECORDED IN Anne Arundel Co. SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____

NOT TO BE } Recorded in Anne Arundel Co. NOT SUBJECT TO

Financing Statement Records

FINANCING STATEMENT

1. Debtor(s): FINE AND GREEN PARTNERSHIP, a Maryland general partnership

Name or Names—Print or Type
5908 Ritchie Highway, Baltimore, MD 21225
Address—Street No., City - County State Zip Code

Name or Names—Print or Type
Address—Street No., City - County State Zip Code

2. Secured Party: EASTERN SAVINGS ASSOCIATION

Name or Names—Print or Type
30 East Padonia Road, Timonium, MD 21093
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
See Exhibit "A" attached hereto and made a part hereof

4. If above described personal property is to be affixed to real property, describe real property.
See Exhibit "B" attached hereto and made a part hereof.

5. If collateral is crops, describe real estate.

RECORD FEE 17.00
POSTAGE .50
#02139 0237 R01 109:59
AUG 5 85

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

DEBTOR(S): FINE AND GREEN PARTNERSHIP, a Maryland general partnership

SECURED PARTY:

By: _____
(Signature of Debtor)
_____ General Partner
Type or Print

(Company, if applicable)

By: _____
(Signature of Debtor)

(Signature of Secured Party)

By: _____
Type or Print

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Jeffrey P. McCormack, Esquire
Sermses, Bowen & Sermses
10 Light Street
Baltimore, Maryland 21202

RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY

1985 AUG -5 AM 10:09

E AUBREY COLLISON
CLERK

mlcf

1700
25

1. This Financing Statement Covers:

(a) All leases and rents, income and profits due and becoming due, including, without limitation, all cash, security deposits, advance deposits, advance rentals and deposits or payments of a similar nature, contract option rights contained therein pertaining to the real property herein described.

(b) All tangible personal property now or at any time hereafter located on or at the real property herein described or any part thereof, or used in connection therewith, whether now owned or hereafter acquired, including, but not limited to: all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers, and other lighting fixtures and office maintenance and other supplies, and any and all renewals and replacements thereof and any substitutions for, or additions to, the same.

(c) The interest of Debtor in any and all (i) proceeds of insurance now or hereafter in effect with respect to the herein described real property or any other property described herein, and (ii) awards with respect to the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the herein described real property or any other property described herein, including without limitation any awards resulting from a change of grade of streets and awards for severance damages or (iii) proceeds of the purchase or sale of the Debtor's interest in the lease or the real property herein described when said purchase or sale is pursuant to option in the lease of the real property herein described in effect at the date hereof.

2. Proceeds of collateral are covered hereunder.

EXHIBIT B

Lot No. 1, as shown on the Plat entitled "Minor Subdivision Plat of the Leonora Pumphrey Gary Prop., Near Jumpers Mall," which Plat is recorded among the Land Records of Anne Arundel County in Liber EAC No. 3813, folio 863.

Mailed to: Simmes Bowen & Simmes

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 6 June 85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DATAPOINT CORPORATION

Address 9725 Datapoint Drive, San Antonio, TX 78284

2. SECURED PARTY

Name GOVERNMENT SYSTEMS ADVISORS, INC.

Address 8260 Greensboro Drive, Suite 220, McLean, VA 22102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Attachment A together with all additions and accessions thereto, replacements thereof, and substitutions therefor.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Nancy Dawson
(Signature of Debtor)

DATAPOINT CORPORATION
Type or Print Above Name on Above Line

(Signature of Debtor)

DATAPOINT CORPORATION
Type or Print Above Signature on Above Line

W. J. Seal
(Signature of Secured Party)

GOVERNMENT SYSTEMS ADVISORS, INC.
Type or Print Above Signature on Above Line

mls 11.00

FILED
1985 AUG -5 AM 10:59

1893
85-0176DP

LIBER - 487 PAGE 534

ATTACHMENT A

DEBTOR:
Datapoint Corporation
9725 Datapoint Drive
San Antonio, TX 78284

SECURED PARTY:
Government Systems Advisors, Inc.
8260 Greensboro Drive
McLean, VA 22102

<u>Qty.</u>	<u>Description</u>	<u>Serial No.</u>
1	99-4755-001 ARC File Processor	789928
	6640-001	789928
	9393-001	754393
	9394-001	798253
	9483-001	801485
1	96-8605-353 Processor	763397
1	93-9022-001	150488

and all right, title and interest of debtor now owned or hereafter acquired, in and to that certain Contract No. 43-3K06-5-105, dated 28 Feb 85 between Datapoint Corporation, as Contractor and the United States of America, USDA, ARS, AAD, AOPB, ADP, Equipment & Supply Contr. Section, 4th Floor, NAL Building, BARC-West, Beltsville, MD 20705 providing for the installation and/or conversion from rental agreements and monthly lease payment for Datapoint equipment to be installed for the use of U.S. Department of Agriculture, such Contract assigned to Government Systems Advisors, Inc. by Assignment and Security Agreement dated April 12, 1985 as the same may from time to time be supplemented, amended, waived or modified, including, without limitation, all rights to sums due and to become due, and other rights thereunder, all individual leasing records thereunder, and all amendments to the foregoing and all proceeds, including insurance proceeds of the foregoing.

EQUIPMENT LOCATION:

U.S. Dept. of Agriculture, ARS, C. Roeder, National Programs
Staff, Rm. 13, Bldg. 005, BARC-West, Beltsville, MD 20705

(85-017GDP)

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated May 17, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dodge, David, L.
Address 315 Tucker Street, Annapolis, Maryland 21401

2. SECURED PARTY

Name Key Financial Services, Inc.
Address 57 River Street
Wellesley Hills, MA 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1985 Contessa 33' Hull # AUS00190285
Engine: Volvo 18 hp, diesel, single serial # 6549
Additional equipment: Brooks and Gatehouse instruments system 290, cold water, gas stove, 2 burner oven and gill, compass, 6 sails

CHECK THE LINES WHICH APPLY

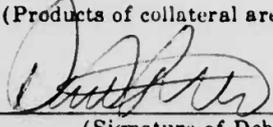
5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

"NOT SUBJECT TO RECORDATION TAX"



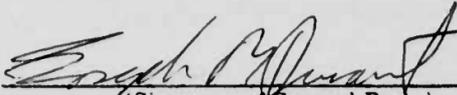
(Signature of Debtor)

David L. Dodge

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



(Signature of Secured Party)
Key Financial Services Inc.

Type or Print Above Signature on Above Line

FILED

1985 AUG -5 AM 10:59

11.00
mlg

LIBER - 487 PAGE 536

257756

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)

Marston, M. Lee
Tower Bank Road Box 337
Severna Park, MD 21146

2. Secured Party(ies) and address(es)

MARBAX ASSOCIATES LIMITED
PARTNERSHIP
c/o Integrated Resources, Inc.
666 Third Avenue
New York, NY 10017

3. Maturity date (if any):

For Filing Officer (Date, Time,
Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

Debtor's limited partnership interest in Marbax Associates Limited Partnership,
a Connecticut limited partnership, including all of debtor's rights and interests
in said partnership and any successor partnership and under the partnership
agreement relating thereto.

Not Subject to Recondation TAX.

5. Assignee(s) of Secured Party and
Address(es)

Chemical Bank
1411 Broadway
New York, NY. 10018

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

By: Lee M. Marston
Signature(s) of Debtor(s)

MARBAX ASSOCIATES LIMITED PARTNERSHIP
By: Conzar Associates, the General Partner

By: Richard J. Conzar Vice President
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

11.00

Mailed to Assignee

FILED

1985 AUG -5 AM 11:00

mlc

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First) and address(es)
S. Morton Creech, Jr.
1276 Fenwick Garth
Arnold, MD 21012

2. Secured Party(ies) and address(es)
MARBAX ASSOCIATES LIMITED PARTNERSHIP
c/o Integrated Resources, Inc.
666 Third Avenue
New York, NY 10017

4. This financing statement covers the following types (or items) of property:

Debtor's limited partnership interest in Marbax Associates Limited Partnership, a Connecticut limited partnership, including all of debtor's rights and interests in said partnership and any successor partnership and under the partnership agreement relating thereto.

Not Subject To Recordation TAX.

5. Assignee(s) of Secured Party and Address(es)
Chemical Bank
1411 Broadway
New York, NY. 10018

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:

Check if covered; Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

S. Morton Creech, Jr.
By: *S. Morton Creech, Jr.*
Signature(s) of Debtor(s)

MARBAX ASSOCIATES LIMITED PARTNERSHIP
By: Conzar Associates, the General Partner
By: *Gar Corp., a Partner*
By: *Richard J. [Signature]*, a Vice President
Signature(s) of Secured Party(ies) 11.00

(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1. (For Use In Most States)

Mailed to Assignee

FILED
1985 AUG -5 AM 11:00

mlg

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 437 Page No. 41
Identification No. 237649 Dated _____

1. Debtor(s) { Joseph & Diane Jackins
Name or Names—Print or Type
128 Northway Severna Park MD 21146
Address—Street No., City - County State Zip Code

2. Secured Party { Equitable Bank N.A
Name or Names—Print or Type
100 S. Charles St. Baltimore MD 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation<input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release<input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment<input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Dated: June 17, 1985
Equitable Bank N.A.
Name of Secured Party
[Signature]
Signature of Secured Party
C. L. Carr, Assistant V.P.
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

10.00
5



Mailed to Secured Party

FILED
1985 AUG -5 AM 11:02

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 437

Page No. 257

Identification No. 237775

Dated May 6, 1981

1. Debtor(s) { Michael Pyle
Name or Names—Print or Type
7642 O'Daniel Ct. Glen Burnie MD 21061
Address—Street No., City - County State Zip Code

2. Secured Party { Equitable Bank N.A.
Name or Names—Print or Type
100 S. Charles St. Baltimore MD 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Dated: June 17, 1985

Equitable Bank N.A.
Name of Secured Party

[Signature]
Signature of Secured Party

C. L. Carr, Assistant V.P.
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

10.00
50

Mailed to Secured Party



FILED

1985 AUG -5 AM 11:02

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 437

Page No. 385

Identification No. 237865

Dated May 12, 1981

1. Debtor(s) { Timothy & Patricia Sandkler
Name or Names—Print or Type
952 Aqua Ct. Annapolis MD 21401
Address—Street No., City - County State Zip Code

2. Secured Party { Equitable Bank N.A.
Name or Names—Print or Type
100 S. Charles St. Baltimore MD 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation<input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release<input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment<input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination<input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Dated: June 17, 1985

Equitable Bank N.A.
Name of Secured Party

[Signature]
Signature of Secured Party

C. L. Carr Assistant V.P.
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

10.00
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Mailed to Secured Party

FILED

1985 AUG -5 AM 11:02

A.A.

LIBER - 487 PAGE 511

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 437

Page No. 384

Identification No. 237864

Dated May 12, 1981

1. Debtor(s) { Gerald Kleier
Name or Names—Print or Type
346 Ridge Rd Pasadena MD 21122
Address—Street No., City - County State Zip Code

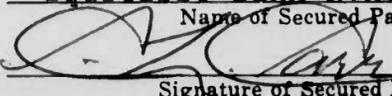
2. Secured Party { Equitable Bank N.A.
Name or Names—Print or Type
100 S. Charles St. Baltimore MD 21210
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation<input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release<input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment<input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>termination</u><input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Dated: June 17, 1985

Equitable Bank N.A.
Name of Secured Party

Signature of Secured Party
C. L. Carr, Assistant V.P.
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

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Mailed to Secured Party

FILED

1985 AUG -5 AM 11:02

A.A.

LIBER - 487 PAGE 542

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 437 Page No. 3
Identification No. 237648 Dated April 29, 1981

1. Debtor(s) { Don & Lillian Hartman
Name or Names—Print or Type
237 Falcon Dr. Pasadena MD 21122
Address—Street No., City - County State Zip Code

2. Secured Party { Equitable Bank N.A.
Name or Names—Print or Type
100 S. Charles St. Baltimore MD 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation<input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release<input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment<input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: termination.....<input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Dated: June 17, 1985 Equitable Bank N.A.
Name of Secured Party
[Signature]
Signature of Secured Party
C. L. Carr. Assistant V.P.
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

10.00
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Mailed to Secured Party

FILED

1985 AUG -5 AM 11:02

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 437 Page No. 72
Identification No. 237647 Dated April 29, 1981

1. Debtor(s) { John & Pamela Gloss
Name or Names—Print or Type
243 Arundel Beach RD Severna Park MD 21146
Address—Street No., City - County State Zip Code

2. Secured Party { 100 S. Charles St. Baltimore MD 21201
Name or Names—Print or Type
Equitable Bank N.A
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation<input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release<input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment<input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination<input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Dated: June 17, 1985 Equitable Bank N.A.
Name of Secured Party
[Signature]
Signature of Secured Party
C. L. Carr, Assistant V.P.
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

10.00
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Mailed to Secured Party

FILED

1985 AUG -5 AM 11:02

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 428 Page No. 231
Identification No. 233843 Dated August 13, 1980

1. Debtor(s) { Michael Collins
Name or Names—Print or Type
8105 Main Creek Dr. Pasadena MD
Address—Street No., City - County State Zip Code

2. Secured Party { Equitable Bank N.A.
Name or Names—Print or Type
100 S. Charles St. Baltimore MD 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Dated: June 17, 1985 Equitable Bank N.A.
Name of Secured Party
[Signature]
Signature of Secured Party
C. L. Carr, Assistant V.P.
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

10.00
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D. E. CLERK

Mailed to Secured Party

FILED

1985 AUG -5 AM 11:02

LIBER - 487 PAGE 545

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any): N/A

1. Debtor(s) (Last Name First) and address(es) George A. Hughes (the "Borrower") 534 Epping Forest Road Annapolis, Maryland 21401 (SEE EXHIBIT A ATTACHED)	2. Secured Party(ies) and address(es) Maryland Industrial Development Financing Authority World Trade Center Baltimore 401 E. Pratt Street-Suite 2244 Baltimore, Maryland 21202	3. Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>I.D. 253951, Liber 478, Folio 100</u> Anne Arundel County - Financing Filed with <u>Statement Records</u> Date Filed <u>8/25</u> 19 <u>84</u>		

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. ~~XXXXXX~~ releases the ~~XXXXXX~~ described in Item 10 from the financing statement bearing file number shown above.

10. Assignee assignment

(SEE ATTACHED EXHIBIT A FOR ITEM NO. 10)

PLEASE RETURN THIS FORM UCC-3 TO: Barbara G. Swain, Esquire, Maryland Industrial Development Financing Authority, 401 E. Pratt Street, Suite 2244, Balt., MD 21202
Mercantile Safe Deposit and Trust Company

No. of additional Sheets presented:

By: Flitner A
Former Assignee
Signature(s) of ~~XXXXXX~~ (necessary only if Item 8 is applicable).

MARYLAND INDUSTRIAL DEVELOPMENT
FINANCING AUTHORITY
By: Kate B Russell
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

10:00
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FILED

1985 AUG -5 AM 11:05

EXHIBIT A

1. Geo. W. King Printing Company
of Baltimore City
(the "Facility User")
714 East Pratt Street
Baltimore, Maryland 21202

1205 South Carey Street
Baltimore, Maryland 21230

10. Mercantile-Safe Deposit and Trust Company, 2 Hopkins
Plaza, Baltimore, Maryland 21203, which is named
as Assignee of the Secured Party on the Financing
Statement referred to in Item No. 4 above, hereby releases
the Assignment of the security referred to in such
Financing Statement.

The Secured Party has assigned certain rights in the security interest perfected by the Financing Statement referred to in Item No. 4 above to Mercantile-Safe Deposit and Trust Company, as Trustee, 2 Hopkins Plaza, Baltimore, Maryland 21201 (Attention: Sandra L. Spiro, Assistant Vice President) pursuant to a Financing Agreement dated September 13, 1984, by and among the Debtor, the Secured Party and the other parties thereto.

Mail to Maryland Industrial Develop.
Financing Authority

LIBER - 487 PAGE 547

257753

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use
File No.
Date & Hour

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
STC Corporation	1101	Vermont Ave. N.W.	Washington DC	20005

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Federal Data Corporation	4601	North Park Ave.	Chevy Chase MD.	20815

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Equipments Schedules Attached

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

STC Corporation

[Signature] 5/1/85
JOHN D. ROSSIGNOL

(Type or print name under signature)

Federal Data Corporation (Seal)

(Corporate, Trade or Firm Name)

By Marvin S. Haber
Signature of Secured Party or Assignee
Marvin S. Haber, Vice President

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

FILED

1985 AUG -5 AM 11:08

mlg

24.00

Schedule for UCC Financing Statement

LIBER - 487 PAGE 548
SCHEDULE NO. 37

TO

CONDITIONAL SALES AGREEMENT OF JANUARY 9, 1984

BETWEEN

FEDERAL DATA CORPORATION & STC CORPORATION

STC Corporation hereby sells, transfers and assigns all rights, title and interest in the following:

Government Agency: NRINC
Government Contract No. GS00K840IS5724
Delivery Order No. 111-0491

<u>QUANTITY</u>	<u>EQUIPMENT</u>	<u>SERIAL NUMBER</u>	<u>COST</u>
1	STC/504/A	255319 RH 26422	2,500.00

TOTAL: 2,500.00

STC, Corporation

By: _____
John D. Romanin
President

Schedule for UCC Financing Statement

SCHEDULE NO. 16

TO

CONDITIONAL SALES AGREEMENT OF JANUARY 9, 1984

BETWEEN

FEDERAL DATA CORPORATION & STC CORPORATION

STC Corporation hereby sells, transfers and assigns all right, title and interest in the following:

Government Agency	<u>AIRNC Research Corporation</u>
Government Contract No.	<u>GS00K840IS5724</u>
Delivery Order No.	<u>W0004</u>

<u>Quantity</u>	<u>Equipment</u>	<u>Serial No.</u>	<u>Cost</u>
1	STC/664/A	50697	\$2,870.00

TOTAL \$2,870.00

STC Corporation
By [Signature]
John D. Romanin
President

Schedule for UCC Financing Statement

SCHEDULE NO. 25

TO

CONDITIONAL SALES AGREEMENT OF JANUARY 9, 1984

BETWEEN

FEDERAL DATA CORPORATION & STC CORPORATION

STC Corporation hereby sells, transfers and assigns all rights, title and interest in the following:

Government Agency: ARINC Research Corporation
 Government Contract No. GS00K840IS5724
 Delivery Order No. W-0126

<u>QUANTITY</u>	<u>EQUIPMENT</u>	<u>SERIAL NUMBER</u>	<u>COST</u>
1	STC/664/A Workstation	61935 <i>PK 24000</i>	\$2,870.00

TOTAL: \$2,870.00

STC, Corporation

By: *[Signature]*
 John D. Romanin
 President

SCHEDULE NO. 27

TO

CONDITIONAL SALES AGREEMENT OF JANUARY 9, 1984

BETWEEN

FEDERAL DATA CORPORATION & STC CORPORATION

STC Corporation hereby sells, transfers and assigns all rights, title and interest in the following:

Government Agency: ARINC Research Corporation
Government Contract No. GS00K840IS5724
Delivery Order No. W-0137

<u>QUANTITY</u>	<u>EQUIPMENT</u>	<u>SERIAL NUMBER</u>	<u>COST</u>
1	STC/564/A Workstation	224614 24027 24027	\$2,778.00

TOTAL: \$2,778.00

STC, Corporation

By: John D. Romanin
President

SCHEDULE NO: 44

CONDITIONAL SALES AGREEMENT OF JANUARY 9, 1984
 BETWEEN
 FEDERAL DATA CORPORATION & STC, CORPORATION

STC, CORP HEREBY SELLS, TRANSFERS AND ASSIGNS ALL RIGHTS, TITLE AND INTEREST IN THE FOLLOWING:

GOVERNMENT AGENCY: ARINC Research Corporation
 GOVERNMENT CONTRACT NO: GS00K840IS5724
 DELIVERY ORDER NO: W-0851
 TYPE OF LEASE & RATE: Lease (5.5%)

<u>QTY</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>	<u>PRICE</u>	<u>AMOUNT</u>
1	STC/564/A Workstation	244616	\$2,727.27	\$2,727.27 ✓

R# 29460

MONTHLY MAINTENANCE:

\$24/Month

TOTAL: \$2,727.27 ✓

BY:


JOHN D. ROMANIN
 STC, CORPORATION

Mail to Federal Data Corp.

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
 (To be recorded in the Financing Statement Records)
 (To be recorded in the Land Records)

FINANCING STATEMENT

1. Name of Debtor: GLEN BURNIE TOWN CENTER ASSOCIATES
 LIMITED PARTNERSHIP
 Address: c/o Mr. John A. Luetkemeyer, Jr.
 32 South Street, Suite 300
 Baltimore, Maryland 21202

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
 Address: 210 East Lombard Street
 Baltimore, Maryland 21202
 Attn: Mr. C. Wayne Davis,
 Vice President

3. This Financing Statement covers the following types (or items) of property.

(a) All payments to be made to the Debtor by Anne Arundel County, Maryland (the "County") pursuant to a Disposition, Development and Construction Agreement between the County and the Debtor dated May 20, 1985 (the "Disposition Agreement").

(b) All insurance policies and the proceeds thereof, now or hereafter covering all or any portion of the property described in the Disposition Agreement (the "Property").

(c) All right, title and interest of the Debtor in and to any leases of the Property, whether now or hereafter executed, and any and all accounts and general intangibles now or hereafter arising out of, or created in conjunction with, such leases.

(d) All moneys now or hereafter deposited in the Escrow Account created pursuant to an Escrow Agreement between the Debtor and Secured Party dated July 18, 1985 together with all interest or other income thereon.

4. Proceeds and products (both cash and non-cash) of the collateral are also covered.

Debtor:

GLEN BURNIE TOWN CENTER ASSOCIATES
 LIMITED PARTNERSHIP

By: [Signature] (SEAL)
 John A. Luetkemeyer, Jr.,
 General Partner

By: [Signature] (SEAL)
 Thomas F. Mullan, III,
 General Partner

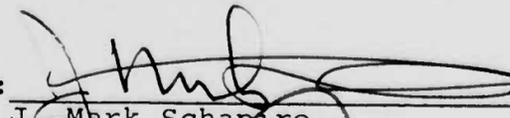
[SIGNATURES CONTINUED ON NEXT PAGE]

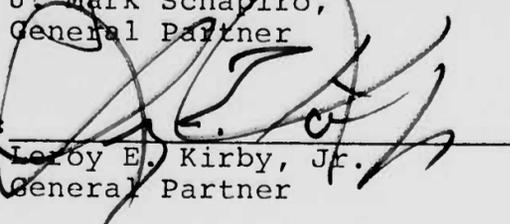
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1985 AUG -5 AM 11:10

1 of 2

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 .50

By:  (SEAL)
J. Mark Schapiro,
General Partner

By:  (SEAL)
Leroy E. Kirby, Jr.
General Partner

DATED: July 18, 1985

(Mr. Clerk: Return to Natalie Klaum
Legal Assistant
Miles & Stockbridge
10 Light Street, Suite 1900
Baltimore, Maryland 21202

Mail to

PLEASE RECORD WITH: State Department of Assessments and
Taxation
Anne Arundel County Land Records
Anne Arundel County Financing Statement
Records
Baltimore City Financing Statement
Records



This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code
 Maturity date (if any):
 This statement refers to ORIGINAL Financing Statement bearing File No. 221 853 Which was filed DEC 14 1978

1. Debtor(s) Name (Last Name First) and Complete Address(es)
 HANOVER COMPANIES INCORPORATED
 (f/k/a Titan Group, Inc.)
 118 Mill Road
 Park Ridge, New Jersey 07656

2. Secured Party(s) Name and Complete Address(es)
 SAFECO INSURANCE COMPANY OF AMERICA
 555 Kinderkamack Road
 Oradell, New Jersey 07661

This Space for use of Filing Officer.
 (Date, Time and Filing Office.)

LIBR - 487 PAGE 555

CHECK (X) THE ITEMS WHICH APPLY

3. () CONTINUATION STATEMENT R.S. 12A:9-403
 The ORIGINAL Financing Statement bearing the above File Number between the above named Debtor and Secured Party is still effective.
4. () TERMINATION STATEMENT R.S. 12A:9-404
 The above named Secured Party certifies that he no longer claims a security interest under the ORIGINAL Financing Statement bearing the file number shown above.
5. () STATEMENT OF ASSIGNMENT R.S. 12A:9-405
 The above named Secured Party certifies that he has assigned all () or part () of his rights under the ORIGINAL Financing Statement bearing the file number shown above, to (Assignee(s) of Secured Party(s) Name and Complete Address(es):
6. () STATEMENT OF PARTIAL RELEASE R.S. 12A:9-406
 The above named Secured Party certifies that he has released from the types or items of property described in the ORIGINAL Financing Statement bearing the file number shown above, the collateral described below:

7. DESCRIPTION OF COLLATERAL Check which: () RELEASED () ASSIGNED () AMENDED
 () R.S. 12A:9-103 Collateral already subject to a security interest in the State of

Part I.

With respect to personal property owned by Titan Group, Inc. ("Titan") at all times prior to the effective date of the merger (the "Effective Date") of Hanover Companies Incorporated, a Florida corporation ("Hanover") into Titan ("Premerger Property"), the "Collateral" subject to the Secured Party's security interest is and shall continue to be all Premerger Property of Titan including all machinery, equipment, furniture, accounts, accounts receivable, contract rights, choses-in-action, claims for money of every kind and description, inventory, goods, chattel paper, documents, instruments, general intangibles and all other Premerger Property wherever located subject to Part III of this description of Collateral.

Continued on additional sheet)

FILED
 1985 AUG - 5 AM 11: 14
 D. B. CLERK

8. () (If collateral is crops). The above described crops are growing or are to be grown on: (Description of real estate and name and address of record owner.) () (If collateral is goods which are or are to become fixtures). The above described goods are affixed or are to be affixed to: (Description of real estate and name and address of record owner.)

9. (X) PROCEEDS of Collateral are also covered. 10. (X) PRODUCTS of Collateral are also covered. No. of additional sheets presented (1)

11. (XX) Filled with: County Recording Officer of Anne Arundel County: () Secretary of State. Maryland
 DEBTOR: HANOVER COMPANIES INCORPORATED Signature(s) of Secured Party(s) or Assignee(s)
 By: Robert James Frankel, President, Titan Group SAFECO INSURANCE COMPANY OF AMERICA
 Dated: April 25, 19 85 Division By: Wayne S Jensen (Not Valid Unless Signed)

FILING OFFICER'S COPY — This form of financing statement is approved by the Secretary of State of New Jersey.
 FORM UCC-3 STANDARD FORM — UNIFORM COMMERCIAL CODE

THESE FORMS MAY BE PURCHASED FROM:
 ALL-STATE LEGAL SUPPLY CO.
 269 SHEFFIELD ST., MOUNTAINSIDE, N. J. 07092
 10: 58

ADDITIONAL SHEET TO UCC-3 AMENDMENT TO FINANCING STATEMENT

This additional sheet is annexed to a UCC-3 Amendment to Financing Statement between

Hanover Companies Incorporated (Debtor) and SAFECO INSURANCE COMPANY
(f/k/a Titan Group, Inc. OF AMERICA
(Secured Party)

The amendment refers to original financing statement no. 221853

7. Description of Collateral (continued)

PART II.

With respect to personal property owned from and after the Effective Date, the "Collateral" subject to the Secured Party's security interest shall continue to include all Premerger Property together with such other property acquired after the Effective Date as shall constitute "T.G. Assets" as defined by Paragraph 4(d) of the 1984 Consent and Modification Agreement, dated September 18, 1984, between Debtor and Secured Party (the "1984 Consent"). Except as expressly provided by Part III of this description of Collateral with respect to replacements, substitutions, proceeds and products of Collateral, no security interest has been granted in, and this financing statement shall not cover, any property or assets owned by the Debtor, wherever located, on or after the Effective Date, which are not related to the business of Titan immediately prior to the merger of Hanover into Titan; provided, however, that no provision of this Part II impairs or affects in any manner the Collateral subject to the Secured Party's security interest described in Part I of this description of Collateral. This description is also subject to Part III of this description of Collateral.

PART III.

The Collateral includes all property acquired by the Debtor by way of replacement or substitution for Collateral. The fact that the proceeds and products thereof are included as Collateral is not to be construed in any way as a consent to collection and conversion of any of the Collateral in violation of any agreement between Debtor and Secured Party. This financing statement is subject to the terms and conditions of the Term Loan Agreement dated as of December 4, 1978, as amended as of March 16, 1979, August 31, 1979, December 19, 1979 and December 15, 1980, and the Security Agreement dated December 4, 1978, and, with respect to the period beginning on the Effective Date, is subject to each of the foregoing, as amended by the 1984 Consent.

Mail to Safeco Ins. Co. America

LIBER - 487 PAGE 557

1. No. of additional sheets	Liber	Page	For Filing Officer (Date, Time, Number, and Filing Office)
2. Debtor(s) (Last Name First) and address(es) Bob Bell Ford 7165 Richie Hwy Glen Burnie, Md	3. Secured Party(ies) and address(es) Ford Motor Company Ford Parts & Service Div P. O. Box 5738 - Beech Br Atten: Credit Department Detroit, MI 48239		
This statement refers to the original Financing Statement bearing the following file numbers Clerk Cir Court-Anne Arundel Co-Annapolis #255346 (see att)			
Sec. of State-File No. _____ Reg. of Deeds-File No. _____			
<p>4 <input type="checkbox"/> Continuation. The original financing statement bearing file number shown above, is still effective.</p> <p>5 <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.</p> <p>6 <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.</p> <p>7 <input checked="" type="checkbox"/> Amendment. Financing statement bearing file number shown above is amended as set forth in Item 10.</p> <p>8 <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.</p> <p>9 <input type="checkbox"/> Other. Specify in Item 10.</p> <p>10 To add additional address to debtor: 7125 Richie Hwy - Glen Bernie, Md. 3559 Fairfield Rd - Baltimore, Md.</p>			

Bob Bell Ford _____
by: *[Signature]* _____
11:00
50

Ford Motor Company
Ford Parts & Service Division
by: *[Signature]* J. T. Dickson - Credit Manager
5/20/85
RIEGLER PRESS, FLINT, MICH.

Secretary of State Copy

FILED
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11:00
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LIBER - 482 PAGE 4

FORD PARTS DIVISION
JAN 22 10 03 AM '85
755316

LIBER - 487 PAGE 558

FINANCING STATEMENT FORD MOTOR COMPANY FORD PARTS AND SERVICE DIVISION

The FINANCING STATEMENT is presented to a filing officer pursuant to the Uniform Commercial Code. 3 Maturity Date (if any):

1. Debtor(s) (Last Name First) and Address(es) Bob Bell Ford 7165 Richie Hwy. Glen Bernie, Maryland	2. Secured Party(ies) and Address(es) FORD MOTOR COMPANY P.O. Box 5738 - Beech Branch Attn: Credit Department Detroit, Michigan 48239	For Filing Officer (Date, Time, Number and Filing Office)
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4. This financing statement covers the following types (or items) of collateral:

All Ford and/or Motorcraft branded parts now owned or later acquired by debtor.

NOT SUBJECT TO RECORDATION TAX

Check if covered Proceeds of Collateral Products of Collateral covered Number of additional sheets presented: _____

Filed with: Clerk of Circuit Court - Anne Arundel County - Annapolis, Maryland 21401

This instrument prepared by: FORD MOTOR COMPANY

Bob Bell Ford (Debtor) FORD MOTOR COMPANY FORD PARTS AND SERVICE DIVISION (Secured Party)

By: Robert Bell (Signature(s) of Debtor(s)) T. P. Miles, Supervisor-Customer Accounts (Signature(s) of Secured Party(ies)) Section-Credit Dept.

FPS-7098-A S&O Jan 75 1. FILING OFFICER COPY - ALPHABETICAL 4. SECURED PARTY COPY 5. DEBTOR COPY
2. FILING OFFICER COPY - NUMERICAL 3. FILING OFFICER COPY - ACKNOWLEDGMENT

Previous editions may NOT be used

1985 JAN 24 AM 8:32
T. P. MILES
SECTION CREDIT



Mailed to Secured Party

Mailed to Secured Party

11/50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 70,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B&C Land Clearing Company, Inc.
Address P.O. Box 66, Odenton, Maryland 21113

2. SECURED PARTY

Name ITT Industrial Credit Company
Address P.O. Box 12809, Pittsburgh, Pennsylvania 15241

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) Caterpillar Model 225 Hydraulic Excavator

"Together with all parts, accessories, attachments, substitutions, repairs, improvements or replacements."

1985AUG-5 AM 11:17 FILED

CHECK [X] THE LINES WHICH APPLY

- 5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
[X] (Proceeds of collateral are also covered)
[] (Products of collateral are also covered)

Richard Wayne Beatty (Signature of Debtor)

Richard Wayne Beatty
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Stephen M. Baron (Signature of Secured Party)

Stephen M. Baron
Type or Print Above Signature on Above Line

mlg 11.00 .50 490.00

MARYLAND NATIONAL BANK

257702

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records of _____
- 2. To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Recordation Tax has been paid on the principal amount of \$ 40,000. in connection with the filing of the Deed of Trust described below in the Land Records of Baltimore City ~~County~~ Maryland.

5. Debtor(s) Name(s): Robert E. Carlucci Address(es): 1803 View Top Court
Joseph R. Strickland Annapolis, Maryland 21401
8407 Downey Dale Drive
Randallstown, Maryland 21133

6. Secured Party: MARYLAND NATIONAL BANK Address: Real Estate and Mortgage Division
Richard C. Jacobs 10 Light Street
Attention: Richard C. Jacobs Fifth Floor
Baltimore, Maryland 21202

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated June 28, 1985 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Baltimore City County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s): Joseph R. Strickland (SEAL) Secured Party: MARYLAND NATIONAL BANK
Robert E. Carlucci (SEAL) By: Richard C. Jacobs (SEAL)
Richard C. Jacobs
Mortgage Loan Officer
 Type name and title

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

853-8 ED 1/85

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mlg 12.00
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DESCRIPTION

1450 BEGINNING FOR THE FIRST, thereof, on the south side of North Avenue at the distance of 252 feet 4 inches westerly from the southwest corner of North Avenue and Collington Avenue (formerly Choptank Street) and running thence westerly bounding on the south side of North Avenue 13 feet 8 inches to the east of Chester Street 80 feet; thence southerly bounding on the east side of Chester Street to the north side of an alley 10 feet wide; thence easterly bounding on the north side of said alley with the use thereof privilege of the same in common with others 13 feet 8 inches; and thence northerly parallel with Collington Avenue 80 feet to the place of beginning. The improvements thereon being known as 2101 E. North Avenue.

1450 BEGINNING FOR THE SECOND, thereof on the south side of North Avenue at the distance of 238 feet 8 inches westerly from the corner formed by the intersection of the south side of North Avenue and the west side of Collington Avenue (formerly Choptank Street) which place of beginning is designed to be in the center of the partition wall there situate; thence westerly bounding on the south side of North Avenue 13 feet 8 inches to the center of the partition wall there situate; thence southerly passing through the center of said last mentioned partition wall and continuing the same course in all 80 feet to the north side of an alley 10 feet wide; thence easterly bounding on the north side of said 10 feet alley with the use and privilege thereof in common with others 13 feet 8 inches; and thence northerly passing through the center of the first mentioned wall in all 80 feet to the place of beginning. The improvements thereon being known as 2103 E. North Avenue.

Mailed to Secured Party

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 225785 in Office of ... Clerk of Court ... A. A. ... (County and State)

Debtor or Debtors (name and Address):

Nathaniel & Jacqueline Williams P.
144 Conley Drive
Annapolis MD 21401

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Household Finance Corp.
Secured Party

By
Its Branch Office Manager

2058 Demerille Road
Annapolis, Md 21401

Mail to

D. E.
CLERK

FILED

1985 AUG -5 AM 11:18

10.00
.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Manuel G. King, Jr. T/A Manny & Sons
Address 705 Waugh Chapel Road, Odenton, Maryland 21113

2. SECURED PARTY

Name Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales
Address 8540 Pulaski Highway, Baltimore, Maryland 21237
Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, Maryland 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Assignee of the Secured Party:

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Manuel G. King, Jr. T/A Manny & Sons
Manuel Gray King
(Signature of Debtor)

Manuel Gray King, Owner
Type or Print Above Name on Above Line
Manuel Gray King
(Signature of Debtor)

Type or Print Above Signature on Above Line

Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales

H. C. Weidner V.P.
(Signature of Secured Party)

H. C. Weidner, V.P.
Type or Print Above Signature on Above Line

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FILED

mlg
18.00
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ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 3, 1985

between Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales, as Seller/Lessor/Mortgagee and Manuel G. King, Jr. T/A Manny & Sons, 705 Waugh Chapel Road, Odenton, MD 21113

(Name) (Address) as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 82,723.20

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 3rd day of July 19 85
Chesapeake Ford Truck Sales, Inc. (SEAL)
T/A Chesapeake Truck Sales
Selling Lessor Mortgagee
By H. C. Meadows V.P.

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

Chesapeake Ford Truck Sales, **CONDITIONAL SALE CONTRACT NOTE** *M G K*
TO: Inc. T/A Chesapeake Truck Sales **FROM: Manuel G. King, Jr., T/A Manny & Sons**
("Seller") ("Buyer")
 8540 Pulaski Highway, Baltimore, MD 21237 705 Waugh Chapel Road, Odenton, MD 21113
(Address of Seller) (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) 1985 Ford Model LT9000 Dump Truck with 15' Dump bed, S/N 1FDYU90J3FVA03938

(1) TIME SALES PRICE \$ 93,423.65
 (2) Less DOWN PAYMENT IN CASH \$ 10,700.45
 (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -)-
 (4) CONTRACT PRICE (Time Balance) \$ 82,723.20

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 705 Waugh Chapel Road, Odenton, Maryland

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Eighty two thousand seven hundred twenty three and 20/100***** Dollars (\$ 82,723.20)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 5th day of August, 19 85, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 1,723.40 and the final installment being in the amount of \$ 1,723.40

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKER(S):

Date: July 3, 19 85

Chesapeake Ford Truck Sales, Inc. T/A
 Accepted Chesapeake Truck Sales (SEAL)
(Print Name of Seller Here)

By: H. C. Meadows V.P.

(Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

M G K
 Manuel G. King, Jr. T/A Manny & Sons (SEAL)
(Print Name of Buyer-Maker Here)

By: Manuel Gray King
 Co-Buyer-Maker: _____ (SEAL)

(Print Name of Co-Buyer-Maker Here)

By: _____

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(L.S.) _____(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)
_____(L.S.) _____(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever, on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (SEAL) _____

(Witness) By: _____
(Signature: Title of Officer, "Partner" or "Proprietor")

Mailed to Assignee

LIDER - 487 PAGE 568

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) ANNE ARUNDEL GENERAL HOSPITAL FRANKLIN & CATHEDRAL STREETS ANNAPOLIS, MD 21401	2. Secured Party(ies) and address(es) WALTER E. HELLER & COMPANY, INC. 200 Park Avenue New York, New York 10166	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>200620</u> Liber <u>352</u> Page <u>57</u> * Filed with <u>Anne Arundel Clerk, MD</u> Date Filed <u>February 5</u> 19 <u>76</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

*continued

No. of additional Sheets presented: _____

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Walter E. Heller & Company, Inc. Signature(s) of Secured Party(ies) 11 50

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3



Mailed to Secured Party

FILED

1985 AUG -5 AM 11:24

LIBER - 487 PAGE 569

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) ANNE ARUNDEL GENERAL HOSPITAL FRANKLIN & CATHEDRAL STREETS ANNAPOLIS, MARYLAND 21401		2. Secured Party(ies) and address(es) WALTER E. HELLER & COMPANY, INC. 200 Park Avenue New York, New York 10166 A	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>200621</u> Page <u>59</u> Liber <u>352</u> *		Filed with <u>Anne Arundel Clerk, MD</u> Date Filed <u>February 5</u> 19 <u>76</u>	
5. <input type="checkbox"/> Continuation.	The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.		
6. <input checked="" type="checkbox"/> Termination.	Secured party no longer claims a security interest under the financing statement bearing file number shown above.		
7. <input type="checkbox"/> Assignment.	The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.		
8. <input type="checkbox"/> Amendment.	Financing Statement bearing file number shown above is amended as set forth in Item 10.		
9. <input type="checkbox"/> Release.	Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10.			

* continued

No. of additional Sheets presented:

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: WALTER E. HELLER & COMPANY, INC.
[Signature] Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

11.50

Mailed to Secured Party

FILED
1985 AUG -5 AM 11:25



LIBER - 487 PAGE 570

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
ANNE ARUNDEL GENERAL HOSPITAL
FRANKLIN & CATHEDRAL STREETS
ANNAPOLIS, MARYLAND 21401

2. Secured Party(ies) and address(es)
WALTER E. HELLER & COMPANY, INC.
200 Park Avenue
New York, New York 10166

3. Maturity date (if any):
For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 200634 Page 74*
Filed with Anne Arundel Clrk, MD Date Filed February 6 19 76
Liber 352

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

* Continued

No. of additional Sheets presented:

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

WALTER E. HELLER & COMPANY, INC.
By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

11:50



Mailed to Secured Party

FILED

1985 AUG -5 AM 11:25

LIBER - 487 PAGE 571

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) ANNE ARUNDEL GENERAL HOSPITAL FRANKLIN & CATHEDRAL STREETS ANNAPOLIS, MARYLAND 21401		2. Secured Party(ies) and address(es) WALTER E. HELLER & COMPANY, INC. 200 Park Avenue New York, New York 10166 ↗	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>200714</u> Filed with <u>Anne Arundel Clrk, MD</u> Date Filed <u>February 13</u> 19 <u>76</u>		Liber <u>352</u> Folio <u>246</u> *	
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.			
6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.			
7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.			
8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.			
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.			
10.			

*continued

No. of additional Sheets presented: _____

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: WALTER E. HELLER & COMPANY, INC.
[Signature] Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3 10.50

D. E. CLERK

Mailed to Secured Party

FILED

1985 AUG -5 AM 11:25

LIBER - 487 PAGE 572

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) ANNE ARUNDEL GENERAL HOSPITAL FRANKLIN & CATHEDRAL STREETS ANNAPOLIS, MARYLAND 21401		2. Secured Party(ies) and address(es) WALTER E. HELLER & COMPANY, INC. 200 Park Avenue New York, New York 10166 ↗	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>195574</u> Liber <u>340</u> Filed with <u>Anne Arundel Clerk, MD</u> Date Filed <u>June 9</u> Page <u>217*</u> 19 <u>75</u>			
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.			
6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.			
7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.			
8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.			
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.			
10.			

*continued

No. of additional Sheets presented: _____

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: WALTER E. HELLER & COMPANY, INC.
[Signature] Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

10.00
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D. E. CLERK

Mailed to Secured Party

FILED

1985 AUG -5 AM 11:25



SCHEDULE A

NAME: BROWN

DESCRIPTION:

YEAR : 1977

MAKE : SKYLINE MOBILE HOME

70 Ft. by 14 f.t

SERIAL NO : 0110-0968-K

Mailed to Secured Party



MARYLAND NATIONAL BANK
We want you to grow.
MEMBER FDIC

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at A. A. COUNTY
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) _____ Address(es) _____
 MCLAUGHLIN, JOSEPH JOHN Boones Est., Box 319 Kevins Ct.
 MCLAUGHLIN, MARGARET ELAINE Lothian, Maryland 20711

6. Secured Party _____ Address _____
 Maryland National Bank MARYLAND NATIONAL BANK
 Attention: J. V. DIXON P. O. BOX 17008
 BALTIMORE, MD. 21203

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

CONTINUATION: COLLATERAL TO WHICH FILING HAS LASPED
FILE DATE: FEB. 15, 1979 Liber 398 Page 364

_____(Seal) Secured Party
 Maryland National Bank
 _____(Seal) J. V. Dixon (Seal)
 _____(Seal) J. V. DIXON TITLE CLERK
 Type name and title
 _____(Seal)

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

D. E. CLERK

FILED

1985 AUG - 5 AM 11: 26

10.00
50

MARYLAND NATIONAL BANK

P O Box 987
Baltimore, Maryland 21203

LIDER - 487 PAGE 576



SCHEDULE A

NAME : MCLAUGHLIN

DESCRIPTION:

YEAR : 1979

MAKE : DOUBLE SKYLAND MOBILE HOME

DOUBLE WIDE

24'X48'

SERIAL NO : 0113-284ABM

Mailed to Secured Party



LIBER - 487 PAGE 577
MARYLAND NATIONAL BANK
We want you to grow.
MEMBER FDIC

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at A. A. COUNTY
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) KNEPP, PRISCILLA D Address(es) BOX 6 Boones Lane
Lothian, Md. 20711

6. Secured Party Maryland National Bank Address MARYLAND NATIONAL BANK
P. O. BOX 17008
BALTIMORE, MD. 21203
Attention: J. V. DIXON

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Specific Equipment.* All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. *Other.* All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

CONTINUATION: COLLATERAL TO WHICH FILING HAS LAPPED
FILE DATE: MAY 24, 1979 Liber 403 Page 96

_____(Seal) Secured Party
Maryland National Bank
_____(Seal) J. V. Dixon (Seal)
_____(Seal) J. V. DIXON TITLE CLERK
Type name and title
_____(Seal)

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

1985 AUG -5 AM 11:26

FILED



10.00
5.00

MARYLAND NATIONAL BANK
P O Box 987
Baltimore, Maryland 21203

LIBER - 487 PAGE 578



SCHEDULE A

NAME : KNEPP

DESCRIPTION:

YEAR : 1979

MAKE : SKYLINE MOBILE HOME

48'X 24'

SERIAL NO : 01130360ABM

Mailed to Secured Party



LIBER - 487 PAGE 579
MARYLAND NATIONAL BANK
We want you to grow

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at A. A. COUNTY
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) BISCHOFF, HENRY C
BISCHOFF, BARBARA J

Address(es)
 50 Summerhill Pk.
 Crownsville, Md. 21032

6. Secured Party Maryland National Bank
 Attention: I. V. DIXON

Address
 MARYLAND NATIONAL BANK
 P. O. BOX 17008
 BALTIMORE, MD. 21203

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed to or is or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

CONTINUATION: COLLATERAL TO WHICH FILING HAS LAPPED
FILE DATE: FEB. 10, 1978 Liber 383 Page 98

_____(Seal) Secured Party
 _____(Seal) Maryland National Bank
 _____(Seal) I. V. Dixon (Seal)
 _____(Seal) I. V. DIXON TITLE CLERK
 _____(Seal) Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

1985 AUG -5 AM 11:26

FILED

D. E. CLERK

10.50

MARYLAND NATIONAL BANK

P.O. Box 987
Baltimore, Maryland 21203

LIBER - 487 PAGE 580



SCHEDULE A

NAME : BISCHOFF

DESCRIPTION:

YEAR : 1977

MAKE : CHAMPION MOBILE HOME

SERIAL NO : 1996

Mailed to Secured Party



MARYLAND NATIONAL BANK
We want you to grow.
MEMBER FDIC

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at A. A. COUNTY
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s)	Address(es)
SIMMONS, GEORGE E. III	10504 Brandywine Rd
Simmons, Brenda	Clinton, Md. 20735
Simmons, George Jr.	
Simmons, Alice	

6. Secured Party	Address
Maryland National Bank	MARYLAND NATIONAL BANK
Attention: <u>J. V. DIXON</u>	P. O. BOX 17008
	BALTIMORE, MD. 21203

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G. Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - H. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

CONTINUATION: COLLATERAL TO WHICH FILING HAS LAsPED
FILE DATE: APR. 11, 1979 Liber 400 Page 477

_____ (Seal)	Secured Party Maryland National Bank
_____ (Seal)	<u>J. V. Dixon</u> (Seal)
_____ (Seal)	<u>J. V. DIXON</u> TITLE CLERK
_____ (Seal)	Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

1985 AUG -5 AM 11:26

FILED

10-10-80

MARYLAND NATIONAL BANK

P O Box 987
Baltimore, Maryland 21203

LIBER - 487 PAGE 582



SCHEDULE A

NAME: SIMMONS

DESCRIPTION:

YEAR : 1971

MAKE : AMERICAN HOMSTEAD MOBILE HOME

DEBTOR'S MOVING TO Lot 100 Patuxent Mobile Estatic, Lothian, Md

20820

SERIAL NO : HK011058

Mailed to Secured Party



MARYLAND NATIONAL BANK

We want you to grow.

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at A. A. COUNTY
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s)
GIBSON, EDNA B

Address(es)
BOX 291 Rip's Drive
LOTHIAN, MARYLAND 21401

6. Secured Party
Maryland National Bank
Attention: J. V. DIXON

Address
MARYLAND NATIONAL BANK
P. O. BOX 17008
BALTIMORE, MD. 21203

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed to or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

CONTINUATION: COLLATERAL TO WHICH FILING HAS LAPPED
FILE DATE: Aug. 18, 1977 Liber 375 Page 218

_____(Seal)
_____(Seal)
_____(Seal)
_____(Seal)

Secured Party
Maryland National Bank
J. V. Dixon Title Clerk (Seal)

J. V. DIXON TITLE CLERK
Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

1905 AUG - 5 AM 11: 26

FILED



10.00
5

MARYLAND NATIONAL BANK

P.O. Box 987
Baltimore, Maryland 21203



LIDER - 487 PAGE 584

SCHEDULE A

NAME: GIBSON

DESCRIPTION:

YEAR: 1977

MAKE: ~~xxx~~ Skyline Mobile Home

SERIAL NO: 01100471akba

Mailed to Secured Party





MARYLAND NATIONAL BANK

We want you to grow.

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at A. A. COUNTY
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
 BURNETT, JAMES R 26 Diane Drive
 Lothian, Md. 20711
 BURNETT, BARBARA L

6. Secured Party Address
 Maryland National Bank MARYLAND NATIONAL BANK
 Attention: J. V. DIXON P. O. BOX 17008
 BALTIMORE, MD. 21203

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

CONTINUATION: COLLATERAL TO WHICH FILING HAS LAPPED
FILE DATE: MAY 29, 1978 Liber 387 Page 278

_____(Seal) Secured Party
 Maryland National Bank
 _____(Seal) J. V. Dixon (Seal)
 _____(Seal) J. V. DIXON TITLE CLERK
 Type name and title
 _____(Seal)

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

1985 AUG -5 AM 11:26

FILED

D. E. CLERK

10.00
50



MARYLAND NATIONAL BANK

P.O. Box 987
Baltimore, Maryland 21203

SCHEDULE A

NAME: BRUNETT

DESCRIPTION:

YEAR : 1978

MAKE : Skyline Modular Home

24X 60

SERIAL NO : 0113-0258ABL

Mailed to Secured Party



MARYLAND NATIONAL BANK
We want you to grow.

FINANCING STATEMENT

1. To Be Recorded in the Land Records at _____
2. To Be Recorded among the Financing Statement Records at _____ COUNTY
3. Not subject to Recordation Tax.
4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s)
BRAGG, RAYMOND R
BRAGG, MICHELLE A

Address(es)
6175 Livingston Road
Lothian, Md. 20771

6. Secured Party
Maryland National Bank
Attention: J. V. DIXON
Address
MARYLAND NATIONAL BANK
P. O. BOX 17008
BALTIMORE, MD. 21203

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:
 A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and acccessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 G. Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and acccessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 H. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

1985 AUG - 5 AM 11:27
D. E. CLERK
FILED

CONTINUATION: COLLATERAL TO WHICH FILING HAS LAPPED
FILE DATE: AUG 16, 1978 Liber 390 Page 568

Secured Party
Maryland National Bank
J. V. DIXON TITLE CLERK
Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.
207-95 REV 7/83

10-10/50

40 200 88332

LIBER - 487 PAGE 588



MARYLAND NATIONAL BANK

P.O. Box 987
Baltimore, Maryland 21203

SCHEDULE A

NAME: BRAGG

DESCRIPTION:

YEAR : 1976

MAKE : Champion Mobile Home

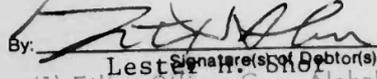
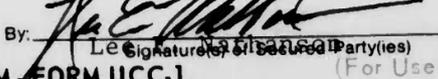
SERIAL NO : 236708S9657

Mailed to Secured Party

257767

LIBER - 487 PAGE 589

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Annapolis Mall Motel Limited Partnership DBA/Ramada Inn 173 Jennifer Road Annapolis, MD 21401	2. Secured Party(ies) and address(es) LEASING SYSTEMS, INC. 1413 K Street, N.W., #1200 Washington, D.C. 20005	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: See Schedule "A" attached hereto and made part hereof. "NOT SUBJECT TO RECORDATION TAX" Lease #15314		5. Assignee(s) of Secured Party and Address(es) SOVRAN BANK, N.A. 801 N. Glebe Road Arlington, VA 22203
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.		Filed with: 1300
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
Annapolis Mall Motel Limited Partnership DBA/Ramada Inn		LEASING SYSTEMS, INC.
By:  Lester H. Blair Signature of Debtor(s) Title: General Partner	By:  Title:	Per:  Title:

(1) Filing Officer Copy-Alphabetical

STANDARD FORM, FORM UCC-1. (For Use In Most States)

FILED
1985 AUG -5 AM 11:33

mlg



LIDER - 487 PAGE 590

LEASING SYSTEMS INC.

SUITE 1200
1413 K STREET, N.W.
WASHINGTON, D.C. 20005
(202) 872-0333

SCHEDULE "A"

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/ Ramada Inn

LEASE NUMBER: 15314

<u>QTY.</u>	<u>DESCRIPTION</u>
81	Heat Pump Airconditioners, Model #A3B593ESCS
118	Heat Pump Airconditioners, Model #A3B693ESCS
19	Heat Pump Airconditioners, Model #A3B793EVCS

TOTAL \$143,925.00

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

BY: [Signature]

TITLE: General Partner

DATE: 5/22/85

LESSOR: LEASING SYSTEMS, INC.

BY: [Signature]

TITLE: President

DATE: 6/20/85

Mailed to Assignee

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)
Annapolis Mall Motel Limited Partnership DBA/Ramada Inn
173 Jennifer Road
Annapolis, MD 21401

2 Secured Party(ies) and address(es)
LEASING SYSTEMS, INC.
1413 K Street, N.W., #1200
Washington, D.C. 20005

3. Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

See Schedule "A" attached hereto and made part hereof.

"NOT SUBJECT TO RECORDATION TAX"

5. Assignee(s) of Secured Party and Address(es)

SOVRAN BANK, N.A.
801 N. Glebe Road
Arlington, VA 22203

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with: 1500

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASING SYSTEMS, INC.

By: *[Signature]*
Signature of Debtor

By: *[Signature]*
General Partner

By: *[Signature]*
Signature of Secured Party
President

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

FILED

1985 AUG -5 AM 11:33

[Handwritten initials]



LEASING SYSTEMS INC.

SUITE 1200
1413 K STREET, N.W.
WASHINGTON, D.C. 20005
(202) 872-0333

LIDER - 487 PAGE 592

SCHEDULE "A"

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE NUMBER: 15315

<u>QTY.</u>	<u>DESCRIPTION</u>
1	Model 1000 washer-extractor, 3/208-230/60, Five Push-Button Formulas
2	Model 1500 washer-extractors, 3/208-230/60, Five Push Button Formulas
3	Model 110GH-4 Dryers, natural gas, 3 cycle timers, 3/208-230/60
1	Comet Ironer, natural gas with canopy, 3/208/60
6	12 Bushel laundry carts with springload platforms
3	6 Bushel laundry carts
2	6' x 30" Laundry stacking tablesx
10	Model 1000 Harloff Maids Carts
3	Model E2448 Rolling Linen Shelves on Casters

TOTAL \$49,954.00

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LESSOR: LEASING SYSTEMS, INC.

BY: [Signature]

BY: [Signature]

TITLE: General Partner

TITLE: President

DATE: 5/24/85

DATE: 6/17/85

Mailed to Assignee

257765

LIBER - 487 PAGE 593

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Annapolis Mall Motel Limited Partnership DBA/Ramada Inn 173 Jennifer Road Annapolis, MD 21401	2. Secured Party(ies) and address(es) LEASING SYSTEMS, INC. 1413 K Street, N.W., #1200 Washington, D.C. 20005	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: See Schedule "A" attached hereto and made part hereof. "NOT SUBJECT TO RECORDATION TAX" LEASE #15313		5. Assignee(s) of Secured Party and Address(es) SOVRAN BANK, NA. 801 N. Glebe Road Arlington, VA 22203 ↗
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.		Filed with: 30.00
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
By: <u>[Signature]</u> Annapolis Mall Motel Limited Partnership DBA/Ramada Inn <small>Signature of Debtor(s)</small>	By: <u>[Signature]</u> LEASING SYSTEMS, INC. <small>Signature of Secured Party(ies)</small>	PRPS. <small>Title</small>

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1. (For Use In Most States)

FILED
1985 AUG -5 AM 11:33

mlg



LEASING SYSTEMS INC.

LEASER - 487 PAGE 594
SCHEDULE "A"

SUITE 1200
1413 K STREET, N.W.
WASHINGTON, D.C. 20005
(202) 872-0333

LESSEE: ANNAPOLIS MALL MOTEL LIMITED PARTNERSHIP
DBA/RAMADA INN

LEASE NUMBER: 15313

ITEM NUMBER	QTY.	MFG. & MODEL NO.	ITEM DESCRIPTION
0128-00	1	JJ3	JET SPRAY CORP. JUICE DISPENSER 120/1
0128-01	1	RT-500	SUPERIOR WATER CONDITIONER
0130-00	1	HWC-4	HOBART CORPORATION HOT WATER DISPENSER 120/1
0129-00	1	CR2123AK4 SEALED	SITCO SODA DISPENSER 120/1
0129-01	1		SITCO INSTALLATION KIT & CARBON FILTER
0257-00	1	COND SERV	CONDIMENT SERVER
0275-00	1	COND SERV	UNDER BAR CONDIMENT SERVER FREIGHT
OVERDUE ACCOUNTS WILL BE SUBJECT TO A 1% CHARGE PER MONTH AN ANNUAL RATE OF 18%.			TOT. AM

[Signature]
INITIALS

25

ANNAPOLIS MALL MOTEL LIMITED PARTNERSHIP
DBA/RAMADA INN

LEASE NUMBER:

LIBER - 487 PAGE 595

0025-00	1	1500	FOLLETT ICE BIN STANDARD FINISH 4 CUBER. CB603WHK.
0031-00	1	CUSTOM	BALLY CASE & COOLER, INC. WALK-IN REFRIGERATOR (PRICE 120/1 IN #10)
0033-00	1	CUSTOM	BALLY CASE & COOLER, INC. WALK-IN FREEZER (PRICE IN #10) 120/1
0034-00	1	RL-150-1	BALLY CASE & COOLER, INC. WALK-IN FREEZER COMPRESSOR 208/1 REMOTE BLOWER COIL (PRICE IN ITE)
0036-00	1	1000-FH-11	ALTIMAX, INC. DOUBLE DOOR RIB COOLER 208/1 MOBILE
0057-00	3	HSA-10-F	METAL MASTERS EQUIP. EQUIP. HAND SINKS WITH FAUCETS (SOAP & TOWEL DISPENSER & TRASH RECEPTACLES BY OTHERS)
0059-01	1		HOBART CORPORATION ONE 15" CONE COVER
0062-00	1	42N	ROBOT COUPE FOOD PROCESSOR WITH CONTINUOUS 120/1 FEED, BOWL ATTACHMENTS, **** CONTINUED ****

OVERDUE ACCOUNTS WILL BE SUBJECT TO A 1% CHARGE PER
MONTH AN ANNUAL RATE OF 18%.

TOT.
AM

PLEASE RETURN THIS COPY FOR PROPER CREDIT

JS
INITIALS

LESSEE: ANNAPOLIS MALL MOTEL LIMITED PARTNERSHIP
DBA/RAMADA INN

LEASE NUMBER:

LIGER - 487 PAGE 596

			STANDARD ATTACHMENTS OF R209 & R211
0064-00	1	CONT 32G GREY	RUBBERMAID TRASH RECEPTACLE, (2632 CONTAINER, 2631 LID, 2640 DOLLY)
0064-01	1	DOLLY BLK BLACK	DOLLY-BRUTE
0064-02	1	LID 32G GREY	LID FOR
0068-00	1		CINCINNATI TIME CLOCK 120/1 (3) CARD HOOKS TO ACCOMMODATE 75 (3) PAU
0070-00	1	SG-22	VULCAN HART CORPORATION CONVECTION OVEN, STAINLESS NATURAL GAS FINISH.
0070-01	1		VULCAN HART CORPORATION EXTENDED WARRANTY
0070-02	1	1675BPO BRASS	DORMONT MANUFACTURING COMPANY 48" QUICK DISCONNECT & RD-36 RESTRAINT
0071-00	1	HFP/1-3	GREEN DIVISION DOVER CORP. TILTING BRAISING 7" DEEP PAN NATURAL GAS DOUBLE PANTRY FAUCET, 3 YR. WARRANTY
0072-00	1	SG-7360A	VULCAN HART CORPORATION. GRIDDLE TOP RANGE / CONVECTION NATURAL GAS-120/60/1
OVERDUE ACCOUNTS WILL BE SUBJECT TO A 1% CHARGE PER MONTH AN ANNUAL RATE OF 18%.			TOTAL AMT

PLEASE RETURN THIS COPY FOR PROPER CREDIT.

[Handwritten Signature]
INITIALS

LESSEE: ANNAPOLIS MALL MOTEL LIMITED PARTNERSHIP
DBA/RAMADA INN

LEASE NUMBER:

USER -487 PAGE 597

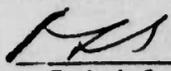
0072-01	I		OVEN BASE W/ #788280 BACKGUARD, STANDARD FINISH
0074-00	I	BDL-MA	VULCAN HART CORPORATION 1 YEAR SERVICE WARRANTY
0075-00	I	BDL-MA	GAYLORD EAST CORPORATION WASHDOWN EXHAUST HOOD WITH 120/1 MAKE-UP AIR & LIGHTS
0076-00	I	GPC-200	GAYLORD EAST CORPORATION WASHDOWN EXHAUST HOOD WITH 120/1 MAKE-UP AIR & LIGHTS (PRIOR ITEM #74)
0080-00	I	9-DM-K55	CLEVELAND RANGE COMPANY TWIN 5 QUART NATURAL GAS
0080-01	I		CLEVELAND RANGE COMPANY 1 YEAR EXTENDED WARRANTY
0081-00	I	6-CG4-200	CLEVELAND RANGE COMPANY CONVECTION STEAMER, TWO 120/1 NATURAL GAS COMPARTMENT, REVERSED DOOR OPENING, INTERCONNECTING KIT
0081-02	I		CLEVELAND RANGE COMPANY EXTENDED SERVICE WARRANTY
0082-00	I	37F	MONTAGUE COMPANY, THE CHARCOAL BROILER, BLACK
OVERDUE ACCOUNTS WILL BE SUBJECT TO A 1% CHARGE PER MONTH AN ANNUAL RATE OF 18%.			TOT/ AM
*** CONTINUED ***			
PLEASE RETURN THIS COPY FOR PROPER CREDIT			

[Signature]
Initials

LESSEE: ANNAPOLIS MALL MOTEL LIMITED PARTNERSHIP
DBA/RAMADA INN

LEASE NUMBER:

LIBER - 487 PAGE 598

0083-00	1	7830A	STANDARD FINISH VULCAN HART CORPORATION RADIAL FIN HOT TOP RANGE & NATURAL GAS OVEN W/MT882GB BACKGUARD, STANDARD FINISH
0083-01	1		VULCAN HART CORPORATION EXTENDED 1 YEAR WARRANTY
0085-00	1	7856A	VULCAN HART CORPORATION SIX BURN NATURAL WITH BACKGUARD STANDARD FINISH
0085-01	1		VULCAN HART CORPORATION EXTENDED 1 YEAR WARRANTY
0085-00	1	FN245EE-SD	FRYER FOOD SVC EQUIPMENT CO. INC. FRYER CONSISTENT 120/1 2 FRYER SYSTEM, FOODWARMER, INSULATION, CASTERS, FRYER PARTS & LABOR
0086-01	1	16100BPO BRASS	DORMONT MANUFACTURING COMPANY 18" QUICK DISCONNECT & RD-36- RESTRAINT
0090-00	2	CF-12	HOBART CORPORATION HOT FOOD WELLS 120/1
0091-00	1	WASTE 23 GRAY	TRASH RECEPTACLE
0092-00	1	RT-2VS	SAVORY EQUIPMENT COMPANY ROTARY TOASTER
OVERDUE ACCOUNTS WILL BE SUBJECT TO A 1% CHARGE PER MONTH AN ANNUAL RATE OF 18%.			8/1
PLEASE RETURN THIS COPY FOR PROPER CREDIT			
			 Initials

LESSEE: ANNAPOLIS MALL MOTEL LIMITED PARTNERSHIP
DBA/RAMADA INN

LEASE NUMBER:

ORDER - 487 PAGE 599

0043-00	1	CM-240	CECILWARE CORPORATION QUARTZ CHEESEMELTER 120/1
0102-00	3	GRA-48	HATCO CORPORATION HEAT LAMPS, INFINITE CONTROL 208/1
0103-00	1	R-22AT	SHARP ELECTRONICS CORPORATION MICROWAVE OVEN 120/1
0111-00	1	60-54	HATCO CO. CUSTOMER SERVICE 208/3 TANK WATER CONTROL VALVE
0116-00	1	CONT 32G GREY	RUBBER D TRASH 2632 2640
0116-01	1	DOLLY BLK BLACK	DOLLY-BRST
0116-02	1	LID 32G GREY	LID FOR 32 GAL CONTAINER
0117-00	1	337-3474	SECO PRODUCTS/BASTIAN IND. SILVER SOAK SINK, UNDERCOUNTER WITH CHUTE
0123-00	2	CF731	HOBART CORPORATION SOUP WELLS 120/1
0126-00	1	N-10-M-NSE	NORRIS DISPENSING COMPANY MILK DISPENSER 120/1
OVERDUE ACCOUNTS WILL BE SUBJECT TO A 1% CHARGE PER MONTH AN ANNUAL RATE OF 12%.			TOTAL AMC
PLEASE RETURN THIS COPY FOR PROPER CREDIT.			
			<i>FS</i> Initials

LESSEE: ANNAPOLIS MALL MOTEL LIMITED PARTNERSHIP LEASE NUMBER:
 DBA/RAMADA INN 487 600

0127-00	1	S-3	CECILWARE CORPORATION ICED TEA DISPENSER
0136-00	1	RHT-2-32-WUT	TRAUlsen & CO., INC. TWO SECTION REFRIGERATOR, HALF 120/1 DOORS, GLASS DOORS TOP, SOLID DOORS BOTTOM, 5 YR. COMP. WTY
0136-01	1		TRAUlsen & CO., INC. 1 YEAR EXTENDED SERVICE
0139-00	1	40F	KELVIN... NET 120/1 5 YEAR COMPRESSOR WAR
0143-00	1	RHT-2-32-WUT	TRAUlsen & CO., INC. COOL REFRIGERATOR 120/1 S/S. SOLID DOORS COMP WARRANTY
0143-01	1		TRAUlsen & CO., INC. 1 YEAR EXTENDED SERVICE
0206-00	3	BLENDER 909	BLENDERS 120/1
0213-00	3	COND. SERV	UNDERSAN CONDIMENT SERVERS
0216-00	2	DF-5	DOLL-FLYNN, INC. FIVE BRUSH GLASS WASHER 120/60/1
0252-00	1	BLENDER 909	BLENDER 1230/1

OVERDUE ACCOUNTS WILL BE SUBJECT TO A 1% CHARGE PER MONTH AN ANNUAL RATE OF 18% TOTAL AMO

PLEASE RETURN THIS COPY FOR PROPER CREDIT

LESSEE: Annapolis Mall Motel Limited Partnership

LESSOR: LEASING SYSTEMS, INC.

BY: [Signature]

BY: [Signature]

TITLE: General Partner DATE: 5/24/85

TITLE: President

DATE: 6/17/85

Mailed to Assignee

**END
LIBER**